Workforce Innovation and Opportunity Act Local Service Plan for Program Years 2020-2024

LWDB21

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Date Submitted: 03/29/2020
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ACRONYM GUIDE

ABE Adult Basic Education
ABAWDs Able Bodied Adults without Dependents
ADA Americans with Disabilities Act
CES Current Employment Statistics
CEU Continuing Education Units
CFR Code of Federal Regulations
CRM Customer Relationship Manager
CSPBC CareerSource Palm Beach County
CTC Career Training Concepts
CWEP Community Work Experience Program
DEO Department of Economic Opportunity
DBS Division of Blind Services
DCF Department of Children and Families
DJJ Department of Juvenile Justice
DOE Department of Education
DVOPS Disabled Veteran Outreach Program Specialist
EF Employ Florida
EMSI Economic Modeling Specialist International
EN Employment Networks
EP Employment Projections
ESOL English for Speakers of Other Languages
ETA Employment and Training Administration
ETP Eligible Training Providers
ETPL Eligible Training Provider List
EWT Employed Worker Training
FDBS Florida Division of Blind Services
FDOE Florida Department of Education
FETPIP Florida Education and Training Placement Information Program
FFY Federal Fiscal Year
FSS Family Self-Sufficiency
FWIA Florida Workforce Investment Act
GGHC Gateway to Geriatric Healthcare Careers
HOST Hospitality Occupation and Service Training
HUD U.S. Department of Housing and Urban Development
HWOL Help Wanted On-Line by Wanted Analytics, Inc.
IEP Individualized Education Plan
IFA Infrastructure Funding Agreement
IPE Individualized Plan for Employment
ITA Individual Training Accounts
IWT Incumbent Worker Training
JVA Jobs for Veterans Act
JVSG Jobs for Veterans State Grant
LAUS Local Area Unemployment Statistics
LVER Local Veterans Employment Representative
LWDA Local Workforce Development Area
LWDB Local Workforce Development Board
MSFW Migrant & Seasonal Farmworkers
NEG National Emergency Grant
NFJP National Farmworker Jobs Program
O*Net Occupational Information Network
OES Occupational Employment Statistics
OJT On-the-Job Training
PREPARE Pre-Release Employment Preparation and Reentry Engagement
PRWOR Personal Responsibility and Work Opportunity Reconciliation
PY Program Year
QUALDOCS Quality Documentation System for CareerSource Palm Beach County
QRT Quick Response Training/Florida Flex
RA Reemployment Assistance
REACT Reemployment and Emergency Assistance Coordination Team
RESEA Reemployment Services and Eligibility Assessment
RESTORE Regional and State Transitional Offender Re-entry
<table>
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<td>United States Department of Education</td>
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<td>USDOL</td>
<td>United States Department of Labor</td>
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<tr>
<td>UYEP WORKS</td>
<td>Urban Youth Empowerment Program WORKS</td>
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<tr>
<td>VETS</td>
<td>Veterans Employment and Training Service</td>
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<td>VCC</td>
<td>Virtual Career Center</td>
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<td>Florida Division of Vocational Rehabilitation</td>
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<td>WIA</td>
<td>Workforce Investment Act</td>
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<td>WIOA</td>
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<td>WOTC</td>
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INTRODUCTION: A MESSAGE FROM JULIA DATTOLO, INTERIM PRESIDENT AND CEO

The federal Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development board (LWDB or local board) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year service plan to the state. This document serves as the WIOA four-year plan for CareerSource Palm Beach County effective January 3, 2020 through June 30, 2024 or program years (PY) 2020-2024.

The law emphasizes the importance of collaboration and transparency in the development and submission of the plan. Affected entities and the public have had, or will have had, an opportunity to provide input in the development of the plan. The local board has made the plan available through electronic means and in open meetings to ensure transparency to the public. Local elected officials, local workforce development board members, core program partners and mandatory one-stop partners have been or will be an integral part of the planning process. We are the only workforce board in the state to hold an annual WIOA Expo to strengthen our role as the conveyor of community partnerships.

Our plan is based on the current and projected needs of the workforce system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities, those who are homeless, veterans, ex-offenders and out-of-school youth as mandated by WIOA. The plan includes an identification of the education and skill needs of the workforce and employment needs of the local area, with an analysis of the strengths and weaknesses of services to address these identified needs. The assessment includes the best available information or evidence of effectiveness and performance information for specific service models as well as a plan to improve the effectiveness of such programs by adopting proven or promising practices as a part of the local vision. The plan also provides a complete view of the system-wide needs of the local workforce development area.

The plan addresses how CareerSource Palm Beach County will foster strategic alignment, improve service integration and ensure that the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. The plan leads to greater efficiencies by reducing duplication and maximizing financial and human resources. Current and future strategies and efficiencies are addressed in collaboration with the continuous improvement of Florida’s workforce system and its focus on customer service excellence. This plan is a living document, which aligns with the business- and market-driven principles of CareerSource Florida.

CareerSource Palm Beach County continues to be recognized as a leader in performance, innovation and best practices by the Department of Economic Opportunity (DEO), the U.S. Department of Labor (USDOL) and CareerSource Florida. Examples of how business practices implemented at CareerSource Palm Beach County have set the pace for other regions across Florida in serving career seekers and employers are provided in this plan. Many of these initiatives are above and beyond required services.
The plan demonstrates our commitment to help provide every Palm Beach County resident with the opportunity to get a great job and build a career. We will continue to seize every opportunity with energy and innovation to achieve our vision “to be recognized by business as the primary source for talent in Palm Beach County.”

CAREERSOURCE PALM BEACH COUNTY’S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Palm Beach County will have a business-led, market-responsive, results-oriented and integrated workforce development system. The enhanced system will foster customer service excellence, seek continuous improvement and demonstrate value by enhancing employment opportunities for all individuals, including those with disabilities. This focus and deliberate collaboration among education, workforce and economic development networks will maximize the competitiveness of Florida businesses and the productivity of Florida’s workforce, thus increasing economic prosperity. Florida’s strategic vision for WIOA implementation will accomplish these three goals:
• Enhances alignment and market responsiveness of workforce, education and economic development systems through improved service integration which provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.

• Promotes accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.

• Improves career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, and credentialing and post-secondary education opportunities.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s)

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

The Chief Elected Official for Local Workforce Development Area Palm Beach County is:

Mayor Dave Kerner
Board of County Commissioners Palm Beach County, Florida
301 North Olive Avenue
West Palm Beach, Florida 33401
Phone: (561) 355-2206
Phone: (877) 930-2206
Fax (561) 355-6344
Email: dkerner@pbcgov.org

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

Please find attached (Attached A1) a copy of the Palm Beach Workforce Development Consortium Interlocal Agreement effective July 10, 2007 and amendments thereto. The Local Workforce Development Area (LWDA21) consists of five units of general local government including Palm Beach County and the municipalities of West Palm Beach, Delray Beach, South Bay and Palm Beach Gardens. On July 10, 2007 an Interlocal Agreement, which is automatically renewed annually without action of any party, created the Palm Beach Workforce Development Consortium. Duties of the consortium include selection of one of the parties to the agreement to serve as the Chief Elected Official for the area. Palm Beach County is the designated Chief Elected Official for LWDA21.
C. Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board. 

Please find attached (Attached A2) a copy of the Contract to Administer Grant Funds between Palm Beach County and CareerSource Palm Beach County.

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

i. The nomination process used by the chief elected official to elect the local board chair and local board members;

The CareerSource Palm Beach County Board of Directors elects a chairperson from among those representatives of the board described in Pub. L. No. 113-128, Title I, s. 107(b)(2)(A) who are representatives of business in Palm Beach County, who are:

(i) owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; 
(ii) represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in Palm Beach County; and 
(iii) are appointed from among individuals nominated by local business organizations and business trade associations.

CareerSource Palm Beach County is governed by a board of directors, whose membership and appointment and number are consistent with WIOA, Pub. L. No. 113-128, Title I, s. 107(b)(c)(d)(e). Private sector representatives of local businesses shall constitute a majority of the membership of the board and are representative of the local business community. The importance of minority and gender representation is considered in making appointments to the board. CareerSource Palm Beach County operates under an Interlocal Agreement of the Palm Beach Workforce Development Consortium. Each of the five parties, Palm Beach County as CEO, and the cities of Delray Beach, Palm Beach Gardens, South Bay and West Palm Beach, to the Interlocal Agreement individually appoint their designated number of business representative members to the CareerSource Palm Beach County Board of Directors. The remaining WIOA required board member appointments are made by the Palm Beach Workforce Development Consortium.

ii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;

Non-mandated board members appointed may serve no more than two consecutive terms and are appointed for 3-year terms. However, to establish staggered terms for non-mandated board members, the CEO may appoint or reappoint one-third of the board members for 1-year terms, one-third of the board members for 2-year terms, and one-third of the board members for 3-year terms. Subsequent appointments or reappointments shall be for 3-year terms, except that a member appointed to fill a vacancy on the board shall be appointed to serve only the remainder of the term of the member whom he or she is replacing, and may be appointed for a subsequent 3-year term. Mandated directors shall hold office for so long as they meet the representative requirement mandated by law, subject to confirmation and appointment by the Palm Beach Workforce Development Consortium.
iii. The process to notify the chief elected official of a board member vacancy ensuring a prompt nominee;

The CEO is immediately notified in writing of board resignations and upcoming vacancies to ensure a prompt nominee replacement is approved at the next Palm Beach County Board of County Commissioners or Palm Beach Workforce Development Consortium meetings.

iv. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;

CareerSource Palm Beach County does not allow for proxy and alternate designee process. Voting by approved alternates' proxy is not permitted in a board member's absence.

v. The use of technology, such as phone and web-based meetings used to promote board member participation;

Only directors present in person or by telephone at a meeting shall be entitled to vote on matters submitted to a vote at such meeting. A director may participate by telephone in any meeting of the Board of Directors or any committee thereof and shall be deemed present for all purposes, including, without limitation, the establishment of a quorum, and may vote on matters presented at such meeting provided that all directors participating by telephone are able to hear all other directors participating by telephone or in person at the meeting and all other directors participating in the meeting whether in person or by telephone are able to hear each director participating by telephone.

vi. The process to ensure board members actively participate in convening the workforce development system’s stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

The CareerSource Palm Beach County Board of Directors designate and direct the activities of standing committees to provide information and to assist the local board in carrying out activities. Such standing committees are chaired by a member of the CareerSource Palm Beach County board, may include other members of the local board, and shall include other individuals appointed by the local board who are not members of the local board and who the local board determines have appropriate experience and expertise. CareerSource Palm Beach County has designated the following standing committees per WIOA, Pub. L. No. 113-128, Title I, s. 107(b)(4):

(i) One-Stop Delivery System Committee to provide information and assist with operational and other issues relating to the one-stop delivery system. This may include as members representatives of the one-stop partners and to provide information and to assist with operational and other issues relating to the provision of priority of services to veterans and individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for, or accommodations to, and finding employment opportunities for individuals with disabilities

(ii)
(ii) Youth and Young Adult Outreach Committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth. This shall include community-based organizations with demonstrated records of success in serving eligible youth.

(iii) CareerSource Palm Beach County has designated a Financial Planning Committee and Executive Committees in addition to the standing committees specified in WIOA, Pub. L. No. 113-128, Title I, s. 107(b) (4). The Financial Planning Committee is responsible to ensure overall fiscal responsibility. The Executive Committee meets with the President/CEO on a regular basis to provide guidance and planning for the organization. Occasionally, the Board of Directors will refer a motion to the Committee for approval when time is sensitive and actions need to take place prior to the next full Board meeting.

vii. Any other conditions governing appointments or membership on the local board. There are no other limitations on the local CareerSource Palm Beach County Board composition or size, leaving board composition to WIOA requirements only.

E. Describe how the chief elected official is involved in the development, review and approval of the local plan.

The Chief Elected Official is a member of the CareerSource Palm Beach County Board of Directors. A draft copy of the plan was presented for comment and review to the Chief Elected Official in February 2020. Regular meetings are held between the Chief Elected Official and the CareerSource Palm Beach County President/CEO to discuss current and prospective issues, budget matters, board membership and other matters.

(2) Local Workforce Development Board (LWDB)

A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

Mr. David Talley is the Chairperson of the CareerSource Palm Beach County Board of Directors. Mr. Talley, a former Chamber of Commerce president and banker, is a private consultant to local non-profits, colleges and business located in Palm Beach County, Florida.

Contact information is:
Mr. David Talley
854 Fathom Road West
North Palm Beach, Florida 33408
Phone: (561) 626-4704
Email: d-atalley@comcast.com

B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents.
Mr. Kenneth Kirby is the Vice-Chairperson of the CareerSource Palm Beach County Board of Directors. Mr. Kirby represents Transdermal Delivery Solutions Corporation, a business located in Palm Beach County.

Contact information is:
Mr. Kenneth Kirby, President, CEO
Transdermal Delivery Solutions Corp.
11000 Prosperity Farms Road
Palm Beach Gardens, Florida 33410
Phone: (561) 429.6429
Email: KKirby@tdsc.os

C. Describe how the LWDB was involved in the development, review, and approval of the local plan.

A draft copy of the plan was presented for public comment in January 2020 and review to the LWDB in February 2020. Regular meetings are held between the LWDB and the CareerSource Palm Beach County President/CEO to discuss current and prospective issues, budget matters, board membership and other matters.

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

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

The Palm Beach Workforce Development Consortium was created on July 10, 2007 by an Interlocal Agreement among founding members Palm Beach County, Delray Beach, Palm Beach Gardens and South Bay to permit CareerSource Palm Beach County to act as the one-stop operator, direct service provider, administrative entity, grant recipient and fiscal agent for the implementation of all appropriate funding sources as may be available to support workforce development activities for LWDA21 which is all of Palm Beach County. The city of West Palm Beach was added as a member of the consortium on November 18, 2014. As a result of the creation and use of the consortium, significant cost savings were realized by CareerSource Palm Beach County. Prior to the establishment of the consortium, CareerSource Palm Beach County was required to contract with an outside vendor for one-stop operator and direct service provider services. CareerSource Palm Beach County staff members are considered consortium employees.

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

CareerSource Palm Beach County acts as the fiscal agent and administrative entity for LWDA21, Palm Beach County.

C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy 2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy.
Palm Beach County and CareerSource Palm Beach County have a contract to administer grant funds that describes how CareerSource Palm Beach County will carry out its multiple responsibilities (Attached A2).

The consortium, pursuant to Section 163.01(7) of the Florida statutes, employs CareerSource Palm Beach County staff to operate and implement workforce programs including One-Stop and direct services in the LWDA as well as related programs in workforce development. This ensures separation of oversight and management responsibilities through its governance structure and operational guidelines.

CareerSource Palm Beach County Board’s role is to set the organization’s direction, strategy and policy. The board provides broad oversight achieved through a committee structure established to define a “firewall” which separates the board of directors from its policy role and its program operations management role. For the purpose of workforce system oversight, the board committees are the Executive Committee, Financial Planning Committee, One-Stop Delivery System Committee and the Youth and Young Adult Outreach Committee. Day-to-day operational management is the role of the board’s staff management team, with specific responsibility for workforce system management. This team reports to the CareerSource President/CEO. The President/CEO is the sole point of accountability to the board of directors in the management of local operations.

Both board staff and staff from the Department of Economic Opportunity (DEO), provide client and customer direct services, exclusive of occupational skills training. Additionally, the main center also houses board staff responsible for writing and implementing policy who are not engaged in the day-to-day delivery of services.

Programmatic monitoring is handled in-house by program staff and through an external independent contracted monitor. Internal programmatic monitors are not the individuals delivering services in order to maintain the necessary separation and checks and balances. Peer monitoring on an ongoing basis by career center staff is used to ensure that programmatic compliance is imbedded into daily operations.

An external independent contractor maintains financial monitoring. CareerSource Palm Beach County has established a “firewall” which defines our role as the oversight body for the local area’s workforce delivery system through the continuous monitoring of program services by an internal Quality Assurance team and external consultants. Throughout the year, the external contractor reviews ongoing performance and ensures compliance with state and federal laws and regulations, as well as state and board policies.

The “Firewall” maintains the following operational services:
1. At least twice per year monitoring of programs and financials by an external consulting firm;
2. Monitor Welfare Transition Program case files by an external consulting firm;
3. Require staff to participate in trainings, workshops, and other pertinent development activities;
4. Maintain time-tracking system for board staff and career center staff that interfaces with the payroll and financial reporting system;
5. Monitor programs to ensure allowable and timely expenditures;
6. Monitor monthly financial reports to ensure budget and regulatory compliance;
7. Utilize cost reimbursement contracts to encourage optimal performance;
8. Require career center program staff to perform extensive file monitoring;
9. Monitor career center operations and all subrecipients by internal monitoring staff;
10. Internal monitoring of training providers and publishing a consumer report card to determine the “Return on Investment” (ROI) of training funds.

(4) One-Stop System

A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s))¹, and other service delivery points).

CareerSource Palm Beach County operates a comprehensive center centrally located in Palm Beach County at 3400 Belvedere Road, West Palm Beach, Florida. We also provide Supplemental Nutrition Assistance Program (SNAP) at this center for Able Bodied Adults without Dependents (ABAWDs) who are individuals ages 18 to 49 without children receiving food stamps. Other service delivery locations include services offered in the western county communities at 1085 South Main Street, Belle Glade, Florida 33430 and our Delray Career Cottage at 186 NW 5th Avenue, Delray Beach, Florida 33444.

B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

All career center hours are Monday through Friday, 8:00 am to 5:00 pm.

C. Identify the entity or entities selected to operate the local one-stop center(s).

CareerSource Palm Beach County operates all of the local career centers.

D. Identify the entity or entities selected to provide career services within the local one-stop system.

CareerSource Palm Beach County provides career services within the local workforce system.

E. Identify and describe what career services are provided by the selected one-stop operator and what career services, if any, are contracted out to service providers.

CareerSource Palm Beach County provides Workforce Innovation and Opportunity Act, TANF (Temporary Assistance for Needy Families), Wagner-Peyser, Ticket to Work, SNAP, Veterans, and Youth services. Both CareerSource Palm Beach County and The Lord’s Place provide career services to a special targeted population, homeless ex-offenders (Attached A3).

F. Pursuant to the CareerSource Florida Administrative Policy 093 - One-Stop Career Center Certification Requirements, provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.

¹A comprehensive center is one in which all core and required partner services are available either physically at the location or by direct linkage through technology to a program staff member who can provide meaningful information or services. See Training and Employment Guidance Letter No. 16-16 (TEGL 16-16) and Training and Employment Guidance Letter No. 16-16, Change 1 (TEGL 16-16, Change 1). Additionally, Memorandums of Understanding (MOU) and Infrastructure Funding Agreements (IFA) must be executed for all partners connected to the comprehensive centers.
CareerSource Palm Beach County hereby certifies that at least one comprehensive One-Stop center located at Palm Beach County at 3400 Belvedere Road, West Palm Beach, Florida which meets the CareerSource Florida Administrative Policy for One-Stop Certification requirements.

ANALYSIS OF NEED AND AVAILABLE RESOURCES

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

A. Information on existing and emerging in-demand industry sectors and occupations; and

B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).

<table>
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<th>Rank</th>
<th>NAICS Code</th>
<th>NAICS Title</th>
<th>Employment 2019</th>
<th>Employment 2027</th>
<th>Growth</th>
<th>Percent Growth</th>
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<td>Ambulatory Health Care Services</td>
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<td>2</td>
<td>722</td>
<td>Food Services and Drinking Places</td>
<td>58,689</td>
<td>68,467</td>
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<td>3</td>
<td>561</td>
<td>Administrative and Support Services</td>
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<td>541</td>
<td>Professional, Scientific, and Technical Services</td>
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<td>238</td>
<td>Specialty Trade Contractors</td>
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<td>611</td>
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<td>9</td>
<td>713</td>
<td>Amusement, Gambling, and Recreation Industries</td>
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<td>Management of Companies and Enterprises</td>
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</tr>
<tr>
<td>11</td>
<td>445</td>
<td>Food and Beverage Stores</td>
<td>19,191</td>
<td>20,683</td>
<td>1,492</td>
<td>7.8</td>
</tr>
<tr>
<td>12</td>
<td>623</td>
<td>Nursing and Residential Care Facilities</td>
<td>17,924</td>
<td>19,381</td>
<td>1,457</td>
<td>8.1</td>
</tr>
<tr>
<td>13</td>
<td>424</td>
<td>Merchant Wholesalers, Nondurable Goods</td>
<td>10,776</td>
<td>12,228</td>
<td>1,452</td>
<td>13.5</td>
</tr>
<tr>
<td>14</td>
<td>441</td>
<td>Motor Vehicle and Parts Dealers</td>
<td>9,945</td>
<td>10,972</td>
<td>1,027</td>
<td>10.3</td>
</tr>
<tr>
<td>15</td>
<td>336</td>
<td>Transportation Equipment Manufacturing</td>
<td>4,488</td>
<td>5,485</td>
<td>997</td>
<td>22.2</td>
</tr>
<tr>
<td>16</td>
<td>622</td>
<td>Hospitals</td>
<td>19,360</td>
<td>20,338</td>
<td>978</td>
<td>5.1</td>
</tr>
<tr>
<td>17</td>
<td>624</td>
<td>Social Assistance</td>
<td>9,129</td>
<td>10,063</td>
<td>934</td>
<td>10.2</td>
</tr>
<tr>
<td>18</td>
<td>236</td>
<td>Construction of Buildings</td>
<td>8,889</td>
<td>9,805</td>
<td>916</td>
<td>10.3</td>
</tr>
<tr>
<td>19</td>
<td>812</td>
<td>Personal and Laundry Services</td>
<td>9,380</td>
<td>10,193</td>
<td>813</td>
<td>8.7</td>
</tr>
<tr>
<td>20</td>
<td>721</td>
<td>Accommodation, including Hotels and Motels</td>
<td>11,658</td>
<td>12,447</td>
<td>789</td>
<td>6.8</td>
</tr>
</tbody>
</table>

Emerging Industries
Healthcare, transportation equipment manufacturing, educational and transportation services (trucks) along with hospitality top the list of emerging industries appearing in the following chart, Top
Emerging Industries. Emerging industries in general tend to employ a higher percentage in professional occupations.

### TOP EMERGING INDUSTRIES

**WORKFORCE DEVELOPMENT AREA 21 - PALM BEACH COUNTY**

<table>
<thead>
<tr>
<th>Rank</th>
<th>NAICS Code</th>
<th>NAICS Title</th>
<th>Employment 2019</th>
<th>Employment 2027</th>
<th>Growth</th>
<th>Percent Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>621</td>
<td>Ambulatory Health Care Services</td>
<td>43,939</td>
<td>53,905</td>
<td>9,966</td>
<td>22.7</td>
</tr>
<tr>
<td>2</td>
<td>336</td>
<td>Transportation Equipment Manufacturing</td>
<td>4,488</td>
<td>5,485</td>
<td>997</td>
<td>22.2</td>
</tr>
<tr>
<td>3</td>
<td>611</td>
<td>Educational Services</td>
<td>12,658</td>
<td>15,245</td>
<td>2,587</td>
<td>20.4</td>
</tr>
<tr>
<td>4</td>
<td>484</td>
<td>Truck Transportation</td>
<td>2,342</td>
<td>2,767</td>
<td>425</td>
<td>18.1</td>
</tr>
<tr>
<td>5</td>
<td>722</td>
<td>Food Services and Drinking Places</td>
<td>58,689</td>
<td>68,467</td>
<td>9,778</td>
<td>16.7</td>
</tr>
<tr>
<td>6</td>
<td>561</td>
<td>Administrative and Support Services</td>
<td>55,610</td>
<td>64,687</td>
<td>9,077</td>
<td>16.3</td>
</tr>
<tr>
<td>7</td>
<td>531</td>
<td>Real Estate</td>
<td>15,206</td>
<td>17,638</td>
<td>2,432</td>
<td>16.0</td>
</tr>
<tr>
<td>8</td>
<td>551</td>
<td>Management of Companies and Enterprises</td>
<td>10,830</td>
<td>12,410</td>
<td>1,580</td>
<td>14.6</td>
</tr>
<tr>
<td>9</td>
<td>493</td>
<td>Warehousing and Storage</td>
<td>1,335</td>
<td>1,525</td>
<td>190</td>
<td>14.2</td>
</tr>
<tr>
<td>10</td>
<td>541</td>
<td>Professional, Scientific, and Technical Services</td>
<td>50,126</td>
<td>56,988</td>
<td>6,862</td>
<td>13.7</td>
</tr>
<tr>
<td>11</td>
<td>424</td>
<td>Merchant Wholesalers, Nondurable Goods</td>
<td>10,776</td>
<td>12,228</td>
<td>1,452</td>
<td>13.5</td>
</tr>
<tr>
<td>12</td>
<td>492</td>
<td>Couriers and Messengers</td>
<td>1,985</td>
<td>2,247</td>
<td>262</td>
<td>13.2</td>
</tr>
<tr>
<td>13</td>
<td>712</td>
<td>Museums, Historical Sites, and Similar Institution</td>
<td>805</td>
<td>910</td>
<td>105</td>
<td>13.0</td>
</tr>
<tr>
<td>14</td>
<td>488</td>
<td>Support Activities for Transportation</td>
<td>2,343</td>
<td>2,630</td>
<td>287</td>
<td>12.2</td>
</tr>
<tr>
<td>15</td>
<td>446</td>
<td>Health and Personal Care Stores</td>
<td>6,103</td>
<td>6,840</td>
<td>737</td>
<td>12.1</td>
</tr>
<tr>
<td>16</td>
<td>713</td>
<td>Amusement, Gambling, and Recreation Industries</td>
<td>14,870</td>
<td>16,533</td>
<td>1,663</td>
<td>11.2</td>
</tr>
<tr>
<td>17</td>
<td>441</td>
<td>Motor Vehicle and Parts Dealers</td>
<td>9,945</td>
<td>10,972</td>
<td>1,027</td>
<td>10.3</td>
</tr>
<tr>
<td>18</td>
<td>236</td>
<td>Construction of Buildings</td>
<td>8,889</td>
<td>9,805</td>
<td>916</td>
<td>10.3</td>
</tr>
<tr>
<td>19</td>
<td>624</td>
<td>Social Assistance</td>
<td>9,129</td>
<td>10,063</td>
<td>934</td>
<td>10.2</td>
</tr>
<tr>
<td>20</td>
<td>238</td>
<td>Specialty Trade Contractors</td>
<td>25,670</td>
<td>28,266</td>
<td>2,596</td>
<td>10.1</td>
</tr>
</tbody>
</table>

Existing Demand Occupations
As seen in the next chart, the majority of the top 20 existing demand occupations are low-skill occupations characterized by relatively low wages and a high rate of worker turnover. Four of the top five existing demand occupations are related to retail sales, hospitality, landscaping with combined food preparation and serving workers including waiters and waitresses being the top existing demand occupation, with an estimated 31,464 projected job openings between 2019 and 2027.

Only one of the top 20 existing demand occupations require significant technical training: Lawyers. Only four of the top 20 existing demand occupations is a healthcare: Registered nurses, medical assistants, nursing assistants and home health aides, all will continue to experience employment growth as a result of increasing demand, driven by local population growth, age demographics, expanded insurance coverage, and technological changes.
Emerging Occupations

The majority of top emerging occupations occur in the life sciences industry sector (10 of top 20). Nurse practitioners and home health aides are the top two emerging occupations in the healthcare industry sector.
The top emerging occupations as ranked in the following chart should not be the only determining factor in making a career decision. These are rankings based on the percentage of growth, and those percentages can be misleading in the determination of future employment opportunities.

### EMERGING OCCUPATIONS

#### FASTEST-GROWING OCCUPATIONS

**WORKFORCE DEVELOPMENT AREA 21 - PALM BEACH COUNTY**

<table>
<thead>
<tr>
<th>Rank</th>
<th>SOC Code</th>
<th>SOC Title</th>
<th>2019</th>
<th>2027</th>
<th>Growth</th>
<th>Percent Growth</th>
<th>Total Job Openings</th>
<th>2018 Median Hourly Wage ($)</th>
<th>FL†</th>
<th>BLS†</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>29-1171</td>
<td>Nurse Practitioners</td>
<td>584</td>
<td>782</td>
<td>198</td>
<td>33.9</td>
<td>460</td>
<td>47.50</td>
<td>M+</td>
<td>M</td>
</tr>
<tr>
<td>2</td>
<td>31-1011</td>
<td>Home Health Aides</td>
<td>3,069</td>
<td>4,009</td>
<td>940</td>
<td>30.6</td>
<td>4,091</td>
<td>11.36</td>
<td>PS</td>
<td>HS</td>
</tr>
<tr>
<td>3</td>
<td>31-9067</td>
<td>Phlebotomists</td>
<td>678</td>
<td>865</td>
<td>187</td>
<td>27.6</td>
<td>810</td>
<td>14.83</td>
<td>PS</td>
<td>PS</td>
</tr>
<tr>
<td>4</td>
<td>15-1132</td>
<td>Software Developers, Applications</td>
<td>2,468</td>
<td>3,135</td>
<td>667</td>
<td>27.0</td>
<td>2,073</td>
<td>45.67</td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>5</td>
<td>17-2112</td>
<td>Industrial Engineers</td>
<td>840</td>
<td>1,067</td>
<td>227</td>
<td>27.0</td>
<td>712</td>
<td>40.43</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>6</td>
<td>25-1071</td>
<td>Health Specialties Teachers, Postsecondary</td>
<td>316</td>
<td>401</td>
<td>85</td>
<td>26.9</td>
<td>299</td>
<td>62,634.00</td>
<td>M+</td>
<td>D</td>
</tr>
<tr>
<td>7</td>
<td>31-8092</td>
<td>Medical Assistants</td>
<td>3,762</td>
<td>4,794</td>
<td>1,012</td>
<td>26.8</td>
<td>4,625</td>
<td>17.08</td>
<td>PS</td>
<td>PS</td>
</tr>
<tr>
<td>8</td>
<td>17-2141</td>
<td>Mechanical Engineers</td>
<td>975</td>
<td>1,232</td>
<td>257</td>
<td>26.4</td>
<td>803</td>
<td>41.32</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>9</td>
<td>17-2011</td>
<td>Aerospace Engineers</td>
<td>331</td>
<td>418</td>
<td>87</td>
<td>26.3</td>
<td>262</td>
<td>49.32</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>10</td>
<td>51-9198</td>
<td>Helpers—Production Workers</td>
<td>502</td>
<td>633</td>
<td>131</td>
<td>26.1</td>
<td>806</td>
<td>13.62</td>
<td>NR</td>
<td>HS</td>
</tr>
<tr>
<td>11</td>
<td>23-2011</td>
<td>Paralegals and Legal Assistants</td>
<td>2,422</td>
<td>2,989</td>
<td>567</td>
<td>23.4</td>
<td>2,721</td>
<td>25.83</td>
<td>PS</td>
<td>A</td>
</tr>
<tr>
<td>12</td>
<td>21-1013</td>
<td>Marriage and Family Therapists</td>
<td>450</td>
<td>554</td>
<td>104</td>
<td>23.1</td>
<td>515</td>
<td>24.24</td>
<td>M+</td>
<td>M</td>
</tr>
<tr>
<td>13</td>
<td>29-2032</td>
<td>Diagnostic Medical Sonographers</td>
<td>413</td>
<td>508</td>
<td>95</td>
<td>23.0</td>
<td>282</td>
<td>29.15</td>
<td>PS</td>
<td>A</td>
</tr>
<tr>
<td>14</td>
<td>49-3011</td>
<td>Aircraft Mechanics and Service Technicians</td>
<td>887</td>
<td>1,091</td>
<td>204</td>
<td>23.0</td>
<td>801</td>
<td>35.39</td>
<td>PS</td>
<td>PS</td>
</tr>
<tr>
<td>15</td>
<td>29-1123</td>
<td>Physical Therapists</td>
<td>1,194</td>
<td>1,465</td>
<td>271</td>
<td>22.7</td>
<td>897</td>
<td>40.71</td>
<td>M+</td>
<td>D</td>
</tr>
<tr>
<td>16</td>
<td>25-1194</td>
<td>Vocational Education Teachers, Postsecondary</td>
<td>389</td>
<td>477</td>
<td>88</td>
<td>22.6</td>
<td>347</td>
<td>30.56</td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>17</td>
<td>13-1161</td>
<td>Market Research Analysts and Marketing Specialists</td>
<td>2,586</td>
<td>3,167</td>
<td>581</td>
<td>22.5</td>
<td>2,771</td>
<td>26.79</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td>18</td>
<td>39-9021</td>
<td>Personal Care Aides</td>
<td>1,328</td>
<td>1,616</td>
<td>288</td>
<td>21.7</td>
<td>1,936</td>
<td>10.75</td>
<td>PS</td>
<td>HS</td>
</tr>
<tr>
<td>19</td>
<td>31-9011</td>
<td>Massage Therapists</td>
<td>1,911</td>
<td>2,323</td>
<td>412</td>
<td>21.6</td>
<td>2,127</td>
<td>20.90</td>
<td>PS</td>
<td>PS</td>
</tr>
<tr>
<td>20</td>
<td>35-3021</td>
<td>Combined Food Preparation and Serving Workers, Including Fast Food</td>
<td>16,162</td>
<td>19,622</td>
<td>3,460</td>
<td>21.4</td>
<td>29,391</td>
<td>9.58</td>
<td>NR</td>
<td>NR</td>
</tr>
</tbody>
</table>

This table includes occupations with a minimum of 300 jobs in 2019.

* Annual wage rates are reported where hourly wage rates do not exist but annual wage rates do. These rates are italicized.

† Education levels are abbreviated as follow:

- A: associate degree
- B: bachelor's degree
- D: doctoral or professional degree
- HS: high school diploma or GED
- M+: master's, doctoral or professional degree
- NR: no formal educational credential required
- PS: postsecondary non-degree award
- SC: some college, no degree

### KEY LOCAL INDUSTRY SECTORS TO WATCH 2020-2024
(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).

CareerSource Palm Beach County conducts a comprehensive analysis of labor market information in our LWDA. We collaborate with the local economic development agency, the Business Development Board of Palm Beach County, to conduct a comprehensive analysis of the local area workforce and employer needs. In 2018, Boyette Strategic Advisors worked with these partners to:

- Determine the regional labor market area for Palm Beach County
- Examine workforce skills and availability in the area
- Identify skills gaps that present challenges for employers in the county’s targeted industry sectors
- Explore commuting patterns of the workforce
- Assess middle-skills gaps in Aviation/Aerospace, Healthcare, and Information Technology sectors
- Develop workforce enhancement strategies and recommend marketing messages

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**Administrative and Support and Waste Management and Remediation Services**

- Gather research and establish historical baseline of placements to create targeted goals
- Implement new certifications training programs (Palm Beach State College and CIE – 1 year or longer)

**Health Care and Social Assistance**

- Work closely with WIOA and special projects to increase placements
- Assist employers on opportunities to connect with college graduates

**Accommodation and Food Service**

- Work closely with LVERS to engage proper businesses and job orders
- More involvement with Business Development Board and related Chamber meetings
- Increase exposure and availability of openings to college students

**Retail Trade**

- Increase “1 to 99” employer business penetration rate by an additional 2%
- Double direct placements
- Hold 1 retail job fair for the next 4 years to facilitate placement increase

**Professional, Scientific, and Technical Services**

- Increase new business development for professional services by 2024
- Increase outreach to Chamber and other professional associations by attending networking events, socials, and committee work
- Increase client awareness of industry related opportunities and job fairs
• Develop data to share with business prospects considering a location in the area
• Utilize a combination of quantitative and qualitative research, along with extensive stakeholder input to inform the workforce enhancement recommendations.

The analysis of Palm Beach County in-demand occupations drives the development of our annual Regional Targeted Occupations List (RTOL). The creation of the local RTOL is in accordance with the CareerSource Florida Administrative Consultation Policy number 82. The RTOL includes a limited number of prioritized occupations that will require workforce training to meet the needs of local employers. CareerSource Palm Beach County also reviews the state Targeted Occupations List (TOL) and, based on local workforce needs with input from partners and employers in the community, makes any necessary changes or revisions. Resources such as the Department of Economic Opportunity (DEO) Labor Market Information (LMI) report "Employment Projections" by workforce area, forecasts the future employment levels for industries and occupations in Florida and provides estimates of current and projected employment by industry and occupation for eight years into the future. Projections also include rankings of fast-growing industries and occupations in Florida.

To determine short-term trends, Help Wanted Online (HWOL) "Demand Dashboard" from the Burning Glass company is also utilized. The HWOL tool is used to examine actual online demand and demand history by occupation in Palm Beach County. Economic Modeling Specialist International (EMSI) occupation reports are used to do medium-range occupation demand forecasting (4 years). Analyst is a web-based tool that allows us access to EMSI’s database of labor market information. Analyst saves time as it aggregates data from several public and private sources. The DEO provides the long term (7 years) industry and occupation demand forecasting tool known as Employment Projections (EP). The data charts found on the preceding pages are from the DEO EP. The data used to create these projections are:

- Quarterly Census of Employment and Wages (QCEW)
- Occupational Employment Statistics (OES)
- Current Population Survey (CPS)

Priority for training has a direct link to job openings for businesses in our targeted infrastructure industries and economic development priorities. All training is limited to two years in duration and the attainment of industry-recognized certificates or certifications, an associate’s degree or a bachelor’s degree, is required.
Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).

Labor Force and Unemployment

The unemployment rate in Palm Beach County was 2.7 percent in December 2019. This rate was 0.5 percentage point lower than the region's year ago rate of 3.2 percent. The labor force was 740,986, up 3,787 (+0.5) over the year. There were 19,868 unemployed residents in the region.

Employment by Industry Sector

The West Palm, Boca, and Delray Beach Metro Divisions experienced the following in December 2019:

- Nonagricultural employment was 654,500, an increase of 5,600 jobs (+0.9 percent) over the year.
- Highest annual job growth compared to all the metro areas in the state in government (+3,000 jobs) and financial activities (+2,100 jobs).
- Fastest annual job growth rate compared to all the metro areas in the state in government (+4.5 percent).
- Third fastest annual job growth rate compared to all the metro areas in the state in financial activities (+4.9 percent).
- The financial activities (+4.9 percent) and government (+4.5 percent) industries grew faster in the metro area than statewide over the year.

The industries gaining in jobs over the year were: government (+3,000 jobs); financial activities (+2,100 jobs); construction (+1,600 jobs); education and health services (+1,200 jobs); leisure and hospitality (+1,000 jobs); and professional and business services (+500 jobs). While the trade, transportation, and utilities (-1,900 jobs); other services (-1,300 jobs); information (-500 jobs); and manufacturing (-100 jobs) industries lost jobs over the year.

Education of the Workforce

Concerning educational attainment, 21.0% of Palm Beach County, FL residents possess a Bachelor's Degree (2.1% above the national average), and 8.6% hold an Associate's Degree (0.5% above the national average).

Employment Growth

From 2014 to 2019, jobs increased by 11.9% in Palm Beach County, FL from 613,892 to 686,980. This change outpaced the national growth rate of 7.3% by 4.6%. As the number of jobs increased, the labor force participation rate increased from 58.5% to 58.6% between 2014 and 2019.

Population and Labor Force

As of 2019 the region's population increased by 7.8% since 2014, growing by 109,167. Population is expected to increase by 5.1% between 2019 and 2024, adding 77,138.
In-Demand Skills

(4) Please provide an analysis of the workforce development activities (including education and training) in the local area, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the local area (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).
The Ticket to Work and Self-Sufficiency Program increases employment opportunities and choices for Social Security disability beneficiaries. Developed as part of the Ticket to Work and Work Incentives Improvement Act of 1999, the program is designed to assist job seekers on SSI or SSDI to return to work removing barriers to employment for client with disabilities allowing them to become independent and self-sufficient.

Our disability career consultants work hand in hand with individuals who have visible or hidden disabilities in order to connect them with the resources and services available at our career centers. We even offer opportunities for our customers to meet with employers who are committed to hiring from special populations. We have provided over 215 ticket holders and many more job seekers with special needs employment. Allowing the job seekers to re-enter the workforce, retain employment and become self-sufficient.

<table>
<thead>
<tr>
<th>Strengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rapid Response for business needs</td>
</tr>
<tr>
<td>Customized for industry</td>
</tr>
<tr>
<td>Customizable for Employers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Weaknesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lack of Talent Pool</td>
</tr>
<tr>
<td>Skills gap for soft skills</td>
</tr>
<tr>
<td>Increased ITAs lowers OJT opportunities and available funding</td>
</tr>
<tr>
<td>Lack of funding jeopardizes partnerships and stresses community</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customized Training Promotes higher wages/industry recognized industry certifications which exceed LLSIL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Threats</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITAs create low median wage jobs which affect performance metrics and ultimately client satisfaction.</td>
</tr>
</tbody>
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Our Disability Services Department strives to enhance the lives of individuals with unique abilities by helping them achieve independence and self-sufficiency through employment and training opportunities such as R.E.A.C.H and other lunch and learn trainings and workshops.

Project Impact Job Fair, is a job fair providing priority of service to Veterans and Individuals with Disabilities offering opportunities for our special need population to come face to face and interview with multiple employers committed to hiring and accommodating individual with disabilities.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)). For background, our annual budget was reduced from a peak of $24 million in PY 09-10 to about $16 million in PY 18-19. Even so, during the past five program years, we have assisted 80,500 residents find employment with salaries from these jobs creating $1.85 billion in wages. We also awarded $23 million in grants to area employers and employees for job training and educational assistance during that time.

With the uncertainties we face from year to year in federal and state funding, we have been taking steps to supplement funding so that we can continue to support WIOA goals and improve the efficiency and effectiveness of our programs. In applying for and receiving grants, state performance incentives, and unrestricted funds we raised over $1 million beyond our formula funding last program year. All federal/state/local audits and monitoring reports were completed without findings. You may view all of our programmatic performance data at: http://dashboard.careersourcepbc.com/

Other performance highlights include:

- Regional unemployment rates dropped to record lows twice this year and have remained at or below national rates for 34 months. There have been hundreds more job openings than unemployed people for a full year. We also are at the highest wage rate in a decade.
- Initiated a monthly Professional Placement Network in Jan. 2019 for managerial/executive level professionals. Salaries from students placed in jobs after taking these courses currently total $4.1 million.
- #2 in Florida for performance funding.
- #3 in job placements in the state with 10,230 placements made during program year 2018-2019.
- Individual Training Account (ITA) applications are now accepted year-round online, including a new automated self-screening tool to make it faster and easier to determine eligibility. To date, these improvements have resulted in a 43% percent increase in ITA applications with a higher percentage of qualified applicants.
- Our Welfare Transition Program is first in the state for entered employment and participation rates.
- Initiated a New Year New Me outreach campaign that broke our website records for the number of users and sessions, drove an 80% increase in new visitors to the website, and brought the website to the top of Google real estate, owning more than the international jobs database Indeed.com
- Visitors to our career centers continued to increase to 65,865 in PY 2018/2019 while most other workforce regions are decreasing in traffic due to a strong economy.

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

Our Young Adult program continues to develop/implement new strategies to increase positive outcomes. Our year-round CareerPrep work readiness program serves out-of-school youth ages 17 to 24. This six-week intensive class enables youth to explore careers, develop leadership skills, receive financial literacy training, participate in college tours and community service, engage in mock interviews, receive resume building assistance and more. During the final phase, graduates move to one-on-one coaching to prepare them for enrolling in higher education or seeking employment in a chosen area of interest. This program year 91.5% of our young adults completed the CareerPrep course. The Young Adults program also arranged internships in hospitality, health, business, manufacturing and more.

Our ultimate goal for participants is the attainment of a credential, enrollment in post-secondary education, entering employment or the military. In 2018-2019, 97.6% of our young adults had a positive outcome.

PY 2018-2019 was the fifth year we offered our Summer Youth Hospitality program. Students received hospitality certification training and job shadowing at local hotels. There are three hospitality certifications offered by the American Hotel and Lodging Educational Institute: Guest Service Gold, Restaurant Server and Guestroom Attendant. Participants are cross-trained in all three so they can become more qualified for employment. Besides giving them a competitive edge to stand out from other applicants, it helps meet the need for qualified hospitality industry employees, among the most in-demand local jobs. Participants within our summer class obtain at least one certification during their training time.

Microsoft certification training was also offered (Microsoft Word, Excel, and PowerPoint). 92.3% of the participants received at least one credential.

Thanks to our WIOA educational partner, Palm Beach State College, this was the fourth year we were able to conduct the Hospitality and Microsoft programs on their campuses. This provided participants an opportunity to tour the campuses, speak with program representatives and plan for future academic endeavors.

We also implemented a new summer training program, NextStep, an intensive four-week work readiness program targeting in-school youth. It encompasses work readiness skills, Dale Carnegie soft skills training and Microsoft training. 96.7% of the participants attained a credential.

We continue to promote On-the-Job Training and internship opportunities as incentives for employers to train and hire our young adults. An online orientation program for employers to make it easier for them to learn about our programs and sign up for participation is in development.
WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

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

Vision: To be recognized by businesses as the primary source for talent in Palm Beach County

Mission: Connecting business with talent

The Board of Directors and the President/CEO of CareerSource Palm Beach County develop annual strategic and performance goals. The goals are continuously updated and posted on-line; and are used to monitor progress, efficiency and are the basis of the annual performance review for the President/CEO.

In addition to the strategic goals directed and monitored by the board of directors; program, departmental, and individual performance goals that align with our vision and mission are established each year to ensure accountability in achieving desired programmatic and organizational outcomes.

REACH
2017, 2018, 2020
CareerSource Palm Beach County’s R.E.A.C.H. (Reinforcing Employment Access and Career Hiring) Conference is an event designed to educate businesses, organizations, and all levels of Human Resource professionals on best practices for hiring, training, and retaining persons with disabilities.

REACH is an interactive business-to-business conference, which provides real-life experience and a practical guide on best practices for hiring individuals with special needs. The event is geared towards enhancing the knowledge Palm Beach County employers possess while fine-tuning the existing onboarding practices being used for individuals who have special needs. Over 200 individuals participate every year and over 75 companies, both large and small attend.

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

CareerSource Palm Beach County directly manages all programs under the direction of a consortium. The consortium was established in 2007 pursuant to Florida Statute Section 163.01 as a multi-jurisdictional consortium for the express purpose of carrying out responsibilities under the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida
Workforce Investment Act of 2000 (FWIA), and such other funding sources as may be available to support workforce activities in Palm Beach County.

The Consortium approves the direction of CareerSource Palm Beach County, a private, non-profit corporation chartered by the State of Florida to create and manage a workforce development system that is responsive to both businesses and career seekers in Palm Beach County. Our organization plays a key role in the development of the region’s economy through the planning and implementation of a demand-driven workforce development program and innovative employment services. As a result, we are directly responsible for carrying out all core programs and achieving the strategic goals established by the local board.

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

The CareerSource Palm Beach County Board of Directors ensures the success of achieving organizational goals on an annual basis using the tools identified in question one i.e. strategic goals and annual performance goals. The board also directs an annual, in-depth study of how well CareerSource Palm Beach County has performed over time, titled “Organizational Effectiveness Report” (Attached C3). This allows the board to analyze trends related to program effectiveness, and helps identify areas requiring increased focus, and/or resources.

The board also participates in periodic training conducted by CareerSource Palm Beach County staff to increase their understanding of each workforce program or initiative, and therefore more effectively monitor and direct what we do.

Finally, the board directs periodic program and financial monitoring of CareerSource Palm Beach County operations through an outside accounting firm. This helps us to ensure that we are not only in strict compliance with laws and regulations regarding workforce operations, but also that we are meeting both the spirit and intent of all state and federal programs. Monitoring reports are conducted twice per year, and results reported directly to the board.

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

In addition to ensuring that CareerSource Palm Beach County is in full compliance with the requirements of section 188 through periodic self-audits, CareerSource Palm Beach County has gone beyond what is required to improve the delivery of services to a wider audience. For example, our Virtual Career System (VCS) was developed and launched in 2015 to provide workforce services to clients that may have limited mobility; language barriers (Google translator for 91 languages),
closed caption for the hearing impaired, or for job seekers who find it challenging to travel to one of our career centers. The VCS is available online 24 hours, for job seekers or businesses that find it difficult to use our services during normal business hours. The VCS is not intended to be a replacement for the services provided at a career center, but is intended to supplement and enhance the services available.

CareerSource Palm Beach County also offers a successful and continually expanding Ticket-to-Work program that assists job seekers on SSI and/or SSDI to return to the workforce. Since the program’s inception, we have provided assistance to between 300-350 job seekers with many of them able to re-enter the workforce and retain employment.

CareerSource Palm Beach County engages with community partners who assist disabled job seekers to re-enter the workforce. Memorandums of Understanding (MOU) are in place with organizations such as Vocational Rehab, The Lord’s Place, Gulfstream Goodwill Industries, Lighthouse for the Blind just to name a few.

CareerSource Palm Beach County has been an active participant in Palm Beach County’s robust, award-winning county-wide Reentry Task Force (a sub-committee of the Palm Beach County Criminal Justice Commission) since its inception in 2008. CareerSource Palm Beach County serves as the chair of the Employment and Training Subcommittee and routinely convenes service providers, employers and other stakeholders to promote strategies and best practices to reduce the employment barriers faced by formerly incarcerated individuals. The countywide task force has gained national recognition and a Second Chance Act grant for the groundbreaking Regional and State Transitional Offender Re-entry (RESTORE), which brings service providers together to serve state Department of Corrections (DOC) prison inmates before they return to Palm Beach County.

CareerSource Palm Beach County has built upon the existing infrastructure by replicating the award-winning strategies in Pre-Release Employment Preparation and Reentry Engagement (PREPARE), the program which establishes a CareerSource Palm Beach County Career Center Reentry team of Career Consultants working in conjunction with Public Safety, DOC as well as early work release programs. CSPBC Links Employment Pre-Release services by Public Safety and DOC to post-release services to jail inmates that are received by prison inmates through RESTORE.

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

Brainstorming sessions held between December 1 – 19, 2019 for all levels of Business Services and WIOA staff departments produced tactics, goals, and identified key members and teams who will be crucial for our four-year vision. Participants identified strengths, weaknesses, opportunities, and threats (SWOT), as well as S.M.A.R.T. goals and shared common issues and concerns. The process was a positive engagement activity for the staff to close out 2019.
(6) Describe how the LWDB’s goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).

The local vision, goals and priorities are consistent with the state plan and demonstrate a broader strategic planning approach as called by the U.S. Department of Labor’s Employment and Training Administration’s (ETA) in TEGL 21-11.

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

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<td>Credential Attainment Rate</td>
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<tr>
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(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).
CareerSource Palm Beach County training provider contracts have two established performance measures:

1. The total number of participants who completed a course and obtained the related credential
2. The total number of participants who completed a course and obtained the related credential must have a training related job placement within 180 days.

(9) Describe the definition of “self-sufficiency” used by your local area (WIOA §108(b)(1)).
CareerSource Palm Beach County’s definition of self-sufficiency for a working job seeker in the adult program is determined by the family unit and the annualized income of all working members. Determination for family size of 1 and 2 earnings are based on the family income of 200% of the current program year’s 100% Metro Lower Living Income Standard Level (LLSIL) for the six-month period immediately prior to application for training services. Family sizes of 2 or more earnings are based on the family income of 150% of the current program year’s 100% Metro LLSIL.

A Dislocated Worker who was collecting benefits and stopped due to taking on a maintenance job must meet WIOA Section 3 definition of a dislocated worker and has an income of 80% or less than the job of lay-off.

The local definition of self-sufficiency for an Employed Worker is a person who needs services to retain employment with their current employer. The employer is required to provide a letter stating that the employee will not be retained unless additional training, credentials or certificates are obtained and the ability to wean away from or completely off of Public Assistance and find gainful employment where the client earns a livable wage, which affords housing, food, clothing.

COORDINATION OF SERVICES

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

In an effort to coordinate individualized career services across our partners and prevent duplication of efforts and improve services to our customers, CareerSource Palm Beach County takes the following measures:

- Convene meetings with partners from Vocational Rehabilitation, Gulfstream Goodwill, Adult Education, South Tech and Blind Services.
- Task teams identify the services, resources tools, and assessments each partner provides and the level of disability served.
- Services and resources are continually analyzed to determine best practices which coordinate the referral process based on client’s needs.
- Establish Advisory Boards for all programs and partners to continue improvement and ensure successful outcomes.
- Part of this process could include all partners having access to the Employ Florida state jobs database.

Career Services
Basic Career Services
Basic career services are available to all individuals seeking services in the one-stop delivery system, and include:

- Determine whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Conduct outreach, intake including identification through the state’s Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits, and orientation to information and other services available through the one-stop delivery system.
- Provide an initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities skills gaps, and supportive service needed.
- Initiate job search and placement assistance, and, when needed by an individual, career counseling by providing in-demand industry sector occupations.
- Provide referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas to include job vacancy listings, information on job skills necessary to obtain the vacant jobs and local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- Create performance information and program cost information on eligible providers of training services by program and type of providers.
- Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area’s one-stop delivery system.
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State’s Medicaid program and Children’s Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a state program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Provide assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- Provision information and assistance regarding filing claims under UI programs.
- Ensure that staff is properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim through phone or website.
Individualized Career Services

An intake form is created for every individual that enters the one-stop center and staff will determine which individualized career services are appropriate for an individual to obtain or retain employment.

- Priority of service will be given to veterans and persons with disabilities. These services must be available in all one-stop centers.
- One-stop center staff will use recent and previous assessments by partner programs to determine if individualized career services would be appropriate.
- Develop comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers which include: diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers.
- Group and/or individual counseling and mentoring.
- Career planning
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services.
- Creation of internships and work experiences that are linked to careers
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment.
- Financial literacy services.
- Develop a plan for out-of-area job search assistance and relocation assistance.
- English language acquisition and integrated education and training programs.

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

Traditionally, economic development agencies recruit businesses to the area, generate financing options for large-scale opportunities or assist existing firms in expansion. Communities in Palm Beach County exhibit such a strong pull on employers that local municipalities have leveraged to dictate terms and conditions for local businesses setting up shop terms and conditions that link economic development with employment and improved career opportunities for local residents.

CareerSource Palm Beach County works with its economic development partners and industry organizations to keep current with the workforce needs of Palm Beach County. Some examples of what we do include:
a. Conduct “corporation visits” with the Business Development Board as they recruit new businesses to the county. One of the top issues during these visits is a well-prepared workforce. Use our powerful “real-time” data to leverage CareerSource as the expert in providing critical workforce intelligence.

b. Engage BioFlorida, the South Florida Manufacturers Association, the Palm Beach County Hotel and Lodging Association, Marine Industry Association of Palm Beach County, Gold Coast Builders Association, Internet Coast and the South Florida Technology Alliance to help tackle the workforce challenges and opportunities within these clusters.

b. Encourage constant input of business using methods such as industry surveys with cluster and economic development organizations.

c. Encourage partners to make special data requests of us in order to position ourselves as the one to turn to in Palm Beach County for current business and labor market conditions and forecasts.

d. Target specific clusters requiring specific attention to skill needs:

● Aviation/Aerospace/Engineering
● Creative Industries (includes Hospitality)
● Healthcare
● IT/Telecommunications
● Life Sciences
● Manufacturing
● Marine

One of the top issues in choosing one area over another for business relocation is a well-prepared workforce. Having access to powerful “real-time” data leverages CareerSource as the expert in providing this critical information. Accordingly, CareerSource is very engaged with key industry cluster associations such as BioFlorida, the South Florida Manufacturers Association, Marine Industry Association of Palm Beach County, the Palm Beach County Hotel and Lodging Association and Gold Coast Builders Association, feeling the pulse of workforce challenges and opportunities within these clusters. Working with industry and economic development organizations, CareerSource Palm Beach County encourages constant input of business and labor market intelligence. We also encourage partners to make special data requests as we want to be the one to turn to in Palm Beach County for current labor conditions and forecasts. Partnering with organizations such as Business Development Board, BioFlorida, South Florida Manufacturers Association, the Life Sciences Banner Center and BioFlorida Institute, we have worked on joint survey efforts to gauge regional hiring and skill needs. All survey information and business/labor market intelligence gathered in the field is routed to our Performance Analysis team.

The complete list of CareerSource Palm Beach County targeted industry clusters include:

● Aviation/Aerospace/Engineering
● Agriculture
● Financial/Professional Services
● Communications/IT
● Construction/Marine
● Education
● Emerging Technologies
● Government/Non-Profit/Utilities
● Homeland Security/Defense
● Life Sciences/Healthcare
● Logistics/Distribution/Transportation
● Advanced Manufacturing
● Marine
● Retail/Wholesale
● Tourism/Recreation/Entertainment/Hospitality

In supporting these clusters, CareerSource Palm Beach County will:

1. Assist local businesses with human resource and training needs so they remain and thrive in Palm Beach County.
2. Develop skilled human capital with the intent of attracting new businesses to our region.

Labor market information (LMI) and Business Intelligence (BI) are valuable tools for preparing short term, immediate employment and training needs as well as preparing tomorrow’s workforce. CareerSource Palm Beach County uses an industry cluster approach to help identify workforce growth opportunities (bright outlook occupations). Clusters make up the cornerstone of our local LMI/BI process; along with partners CareerSource Palm Beach County employs the following tools to identify workforce opportunities within our local industry clusters.

- Targeted Occupation List - Department of Economic Opportunity Employment (DEO)
- Projections (EP) – Department of Economic Opportunity
- Occupational Employment Statistics and Wages (OES) - DEO
- Current Employment Statistics (CES) – DEO
- Local Area Unemployment Statistics (LAUS) – DEO
- Analyst for Workforce Professionals (EMSI) - Economics Modeling Specialists, International
- Help Wanted On-Line (HWOL) - Wanted Analytics, Inc.

Presently, Palm Beach County is poised to move toward increased alignment between its economic and workforce development activities. Our best strategy is to rely on synergies that advance out of well-coordinated public/private ventures bridging economic and workforce development initiatives. Such coordinated initiatives will require the active support and involvement of Palm Beach’s business community. To secure this, community leaders and public sector agencies are demonstrating clear evidence initiating a long-term commitment to meeting their labor and skill needs of local businesses.

The county is actively seeking out the best strategies for maximizing the employment and economic growth benefits that can result from leveraging a wide range of public employment and training funds. More closely aligning the functions of workforce and economic development activities generates multiple “wins” for employers, public-sector agencies, and workers by linking public workforce education and training with the skill needs of employers seeking to relocate expand to grow operations in a local municipality. In these communities, employers’ on-the-ground knowledge of the county’s workforce capacity informs economic development decisions, and the needs of employers drive workforce development decisions. To the extent that these cities have linked workforce development activities with high-wage, high-growth sectors of the economy, closer coordination has led to reductions in poverty and unemployment, as well as to increased employment retention.

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

The Workforce Innovation and Opportunity Act requires the coordination of training costs with funds available from other sources. The WIOA legislation stipulates that WIOA funds are to be coordinated with Title V Higher Education Act, such as PELL Grants, FSEOG and Florida Student Assistance.
This stipulation is for two main reasons: 1) to avoid duplicate payments in cases where a participant may be eligible for both funds, and 2) to maximize the use of federal funds so that participants will avoid taking out student loans for training.

CareerSource Palm Beach County encourages participants to establish eligibility for PELL Grants, Federal Supplemental Educational Opportunity Grants (FSEOG) grants, Post-Secondary Adult Vocational Grants (PSAV) and other financial aid during the process of determining suitability for participation in a training program. CareerSource Palm Beach County does not permit reducing the amount of WIOA funds by the amount of PELL Grant funds.

CareerSource Palm Beach County will coordinate funds from members of the Army National Guard receiving Federal Tuition Assistance (FTA) in the same manner as persons receiving Title V Higher Education Act, such as PELL Grants, Federal Supplemental Educational Opportunity Grant (FSEOG) and Florida Student Assistance.

In recognition of the inextricable link between economic development and the availability of a skilled workforce, CareerSource Palm Beach County has a long history of partnership and collaboration with educational stakeholders. As a result, CareerSource Palm Beach County has been at the forefront of efforts to promote a seamless, aligned service-delivery system that blends, braids, and leverages the resources of all stakeholders. While these efforts pre-date WIOA, they are consistent with the principles expressed in Section 2 of the Act (Purpose):

- “To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system…”
- “To improve the quality and labor market relevance of workforce investment, education and economic development efforts to provide America’s workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America’s employers with the skilled workers the employers need to succeed in a global economy.”

To that end, CareerSource Palm Beach County has served as a broker, convener, facilitator, engineer and/or implementer of strategic initiatives to align workforce investment and education. Over the next four years, the organization will continue to lead regional stakeholders in the effort to build upon existing successful strategies and spearhead collaborative innovation:

- CareerSource Palm Beach County will continue to serve as the engineer of collaborative efforts between education, industry, and the workforce system to leverage a variety of resources and strategies to address current and/or projected skill gaps.
- CareerSource Palm Beach County will continue to connect out-of-school youth and under-skilled job seekers to education and training opportunities via traditional workforce investment resources (e.g. individual training accounts, skill and aptitude assessments, cross referrals). In addition, a long-standing partnership with the School District of Palm Beach County, Department of Adult and Community Education, provides on-site GED preparation; plans have commenced to provide on-site workforce services at an Adult and Community Education site.
- CareerSource Palm Beach County is currently (and will continue to be) an active participant on a variety of communitywide “cradle to career” initiatives launched by funders, policymakers, and interested stakeholders from both the public and private sector. These CareerSource Palm Beach County-involved initiatives share the common goal of achieving “collective impact” and maximum coordination:
2. Palm Beach County Collective Impact for Education – focuses on college access, retention, and alignment with industry demand.
3. Palm Beach County STEM Coalition – aims to increase the STEM talent pool via strategies at the elementary, secondary, and post-secondary level. CSCPBC serves on the Academic and Career Pathways committee.

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

CareerSource Palm Beach County coordinates workforce investment activities for transportation, including public transportation, and other appropriate supportive services based on program eligible job seeker needs and funds available. We utilize route connections through Palm Tran, (local transportation authority) for persons with disabilities; attending transportation advisory board meetings monthly for persons with disabilities and the elderly.

Our career consultants in the Client Services department determine eligibility for transportation and other support services. Client Services is responsible for adequately documenting the participant’s eligibility and need. See SOP AL-014 for details (Attached D1).

Vouchers and check requests are issued using the Gazelle system, which tracks support services by individual. If a voucher is issued, the participant takes it to the vendor who provides the merchandise or service and submits an invoice to CareerSource Palm Beach County for payment. If a check request is prepared, it is given to the Finance department to prepare a direct payment to the vendor.

CareerSource Palm Beach County is using Global Cash Card to issue VISA cards. These VISA cards have no value until the Finance department loads funds onto the individual cards. Once loaded, the funds belong to the cardholder and are considered spent by CareerSource Palm Beach County. There are a variety of circumstances in which a debit card is used:

1. To make payments to participants for reimbursements in lieu of checks. Reimbursements are determined by case managers who utilize Gazelle to track the participants’ support services. The supporting documentation is maintained in the participants’ files.
2. To be used in lieu of prepaid gas cards, bus passes, uniform and all other work or training related support services. These payments are determined by case managers who utilize Gazelle to track the participants’ support services. The supporting documentation is maintained in the participants’ files.

CareerSource Palm Beach County staff establishes participant Global Cash Card accounts and creates a check request in Gazelle for Global Cash (to upload funds on the participant’s card) or to the vendor if they are to be directly paid.

The Chief Financial Officer is the administrator for the Global Cash Cards and assigns rights to Client Services department staff. The Finance department is responsible for maintaining an adequate supply of cards, maintaining available cash from which to draw funds, and loading the funds on the cards.
(5) Coordination of Wagner-Peyser Services: Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).

CareerSource Palm Beach County strives to offer universally accessible services to job seekers. Services are provided through resource centers located at each of the two CareerSource Palm Beach County Career Centers.

Services offered to clients include the following:

- Center orientation
- Registration in Employ Florida (EF)
- Access to or provision of labor market information
- Completion of an initial assessment
- Career counseling
- Assistance with job searches, referrals and job placements
- Workshops; i.e.: resume writing, on-line job search, interviewing skills
- Assistance with filing claims for Reemployment Assistance benefits
- Comprehensive and specialized assessment
- Development of an employment plan
- Case management for individuals seeking training services
- Short-term and pre-vocational services or referrals

Job seekers may also access training services such as occupational skills training, On-the-Job training (OJT), private sector training programs, skills upgrading and retraining, job readiness training and customized training.

At each CareerSource Palm Beach County career center, staff greets all visitors and routes them to the appropriate orientation, workshop or service. Each visitor is entered into the Client Tracking System which monitors the wait time and service time for each visitor.

New job seekers are provided with a center orientation and referrals to appropriate partner agencies to assist them in overcoming any barriers to employment. Following the center orientation, new job seekers are assisted with registration into Employ Florida (EF), development of a basic resume and recommendations to attend appropriate workshops and the possibility of job referral(s).

All job seekers are provided with services that may include the provision of labor market information, resume development or editing, interview coaching, assessment, networking and navigating EF for their self-directed job search. Computers, fax machines, telephones and copiers are all available at no cost to job seekers.

When a job seeker and/or resource center staff member identifies a possible job match for an existing job order in EF, a referral is sent to the Business Services Unit. Business Services acts as an “internal employer” and is the single point of contact with employers in filling job orders and matching the hiring needs of employers. CareerSource Palm Beach County also provides comprehensive assessment services and uses the assessment results during the pre-screening for job order referral services.

Business Services works closely with the Veterans Unit to obtain job orders from employers. Job seekers are matched with jobs utilizing EF, matching skills, knowledge and abilities along with education and experience required for specific jobs. In addition, Business Services conducts multiple
employer hiring events, both onsite at the career centers or offsite at specific locations that may include the employer’s place of business.

All of the above services and activities assist us in meeting the basic labor exchange as defined in Section 7(a) of the Workforce Innovation and Opportunity Act (WIOA).

CareerSource Palm Beach County also provides comprehensive assessment services and uses the assessment results during the pre-screening. Job seekers are evaluated through our assessment center, using a battery of tools which identify the best match of talent to employers’ needs. We provide state-of-the-art career assessments designed for each management and education level of job seeker, to service the universal population from CEO to associate, and PhD to GED, ticket-to-work, youth and candidates with backgrounds.

We partnered with other local workforce development areas outside Florida to identify best practices in assessment instruments that would identify personality, knowledge and skill of the job seeker, to match the needs of the employer. This resulted in a battery of assessments that could generate special reports to assist in the job seeker in their job search campaign, guidance for the career consultant on how to work with the job seeker and suggestions to the prospective employer to assist in on-boarding the new employee. Additionally, data could be translated into a candidate profile of strengths and development needs.

Our Assessment Center uses two core inventories; the Kenexa Skills Library, and the BestWork DATA™ Personality Assessment.

Kenexa® is a global organization that has provided business solutions for human resources for over 20 years by identifying the best individuals for every job and fostering optimal work environments for every organization. This assessment provides information to identify and select the most talented candidates featuring more than 1,700 validated skill assessments for software, office/professional, call center, accounting, financial, healthcare, industrial, legal and technical job classifications. Kenexa is the only company that offers a comprehensive suite of unified products and services that support the entire employee lifecycle from pre-hire to exit. Kenexa comprises an inventory of skill tests which measure the knowledge and skill a job seeker has to fill a position. This can range from basic math to software engineer coding.

BestWork DATA™ is a thought leader in the new world of performance information. Founded on 20 years of experience in the assessment market with leadership in instrument development and technology, BestWork uses the latest assessment technology, to measure hard-wired traits and abilities of employees or job seekers. That data is then converted into easily understood information that is designed to assist the career consultant, the job seeker and the potential employer. This instrument translates the broad elements of a typical job description into measurable components, and provides easy to understand performance potential. It examines cognitive ability; the speed of thinking, how readily new material is learned, and how quickly underlying patterns are recognized and decisions are made. Additionally, it analyzes how the individual approaches work; such as attention to detail, following rules, how friendly they are when dealing with others, and team involvement.

Our centers design and develop curriculum and deliver training modules to assist job candidates in their job search campaign. The workshops we offer include but not be limited to resume development, EF registration, online job search, networking, interviewing skills and labor market information. These tasks identify skill gaps and provide skills upgrade training, such as tutorials and computer-based modules, making candidates job ready.

During the course of business, if CareerSource Palm Beach County learns of any strikes or lockouts with an employer that does business (or has in the past done business) with CareerSource Palm
Beach County, we will notify DEO of the existence of a dispute as directed by DEO memorandum “Labor Dispute Procedures” of 2/20/2012:

1. We will verify the existence of the dispute, determine the significance of the vacancies in any posted order(s);

2. We will provide written notice to job seekers referred to jobs not involved with the labor dispute via their contact information in EF, advise each as to the strike/lockout status, and offer additional services as needed.

3. Prior to posting job orders for private employment agencies, CareerSource Palm Beach County will ensure that no fee is charged in accordance with the Wagner-Peyser Act, Section 13(b)(1). The job order will include a statement to that fact.

CareerSource Palm Beach County requires all employers, including private employment agencies using our career centers for recruitment to sign a Memorandum of Understanding (MOU). In section 6 of the MOU, under Partner Statement of Work, the employer agrees to “not collect or charge any fee for services from any job seeker.” In addition, the EF job order stipulates no fee can be collected from the job seeker (Attached D2).

CareerSource Palm Beach County suppresses job orders when an employer specifically requests to suppress. A job seeker who is requesting a referral to a job order for which they do not meet the job order qualifications will not be issued the referral. However, the individual is encouraged to attend workshops which provide additional information such as labor market information, resume development or editing, interview coaching and assessment. Additionally, the job seeker is encouraged to meet with a career consultant where individualized career counseling and guidance will be provided to include recommendation for additional services, WIOA services, additional assessment and possible interagency referrals.

A. Re-employment Services

1. Re-employment services are provided to unemployment claimants and Reemployment Services and Eligibility Assessment (RESEA) program participants. These programs have common elements: written notice/invitation to participate in services, orientation to the one-stop center/services available, and completion of an initial assessment.

   - RESEA – We provide labor market information, complete an employment development plan, provide staff assisted job search and resume building. If a skills gap or training need is identified, the job seeker will be referred to WIOA orientation for further services. In some cases, counseling and additional assessments may be needed.
   - Re-employment Assistance – We provide labor market information and work search review. If a skills gap or training need is identified, the job seeker will be referred to WIOA orientation for further services. In some cases, counseling, assessments, and additional services may be provided.

2. Currently we do not use the Initial Skills Review (ISR). However, we utilize other BestWork DATA™, Kenexa, and EF assessments. These tools are used by staff to assist in job search services and when recommending appropriate programming options for reemployment assistance clients.
3. The work test is covered during center orientation, i.e., register in EF, complete the background wizard, build a resume, etc. In the event a job seeker refuses a job referral or employment offer, they are reported to DEO Re-employment Assistance Services.

4. CareerSource Palm Beach County provides tools for job seekers to fulfill their weekly work search requirements. These tools include access to computers, fax machines, telephones, workshops, career counseling and referrals to appropriate jobs in each one-stop career center.

B. Rapid Response
We adhere to local operating procedures for Rapid Response activities, highlighted in our on-site presentation (Attached D3). Reemployment Emergency Assistance Coordination Team (REACT; Florida’s dislocated worker unit): a team of state and local community representatives who plan and coordinate assistance for Florida’s employers and workers affected by temporary and permanent layoffs. The law requires the provision of Rapid Response activities in the event of a disaster, mass layoff, plant closing or other events that precipitate substantial increases in the number of unemployed individuals. The Worker Adjustment and Retraining Notification Act (WARN) offers protection to workers, their families and communities by requiring employers to provide notice 60 days in advance of covered plant closings and covered mass layoffs.

Arranging on-site employer/employee visits and informational sessions
a) A WARN notice from the state is sent to the local workforce development area and forwarded to the local REACT Coordinator, or an announcement in local news media is identified by the local REACT coordinator. Sometimes a human resources representative will contact the REACT coordinator directly.

b) Within receipt of the WARN, the REACT coordinator initiates Rapid Response services by contacting the company representative to set up an appointment to discuss services. During the appointment with the company’s representative, the “On Site Rapid Response Visit Report” is completed. After the initial meeting with the company representative, information meeting(s) are scheduled for the affected workers based on the company’s needs.

1. The REACT coordinator contacts agency partners to find out their availability for participation, as needed, in accordance with the employer’s request.

a) The event response plan is determined based on employer/employee needs. The REACT coordinator and the company’s HR department meet to discuss what services would be beneficial. This may include scheduling employee informational meetings, setting up job fairs at the employer location if they have room, conducting job search workshops at the company location, and/or inviting partner agencies to speak about their programs. The REACT coordinator utilizes services of other CareerSource Palm Beach County departments as appropriate.

b) One-stop career center brochures and other program services materials are distributed to the affected employees during employee information meetings. In addition, staff from other career center departments, such as Employer Services, may accompany the REACT coordinator on information meetings to encourage jobseekers to utilize career center services. Quick registrations may be used to expedite access to EF services.

c) During lay-offs of state employees, affected workers have access to Rapid Response services.
d) Upon receipt of a WARN notice, the REACT coordinator will initiate Rapid Response Services.

e) Rapid Response Reports are completed after the employer visit. In the event the employer does not return voice mail or email contact initiated by the REACT coordinator, the REACT coordinator will document the attempts to initiate Rapid Response Service and include this information in the monthly report.

f) End-of-month activity reports are forwarded to DEO by the fifth day of the following month.

g) Public awareness marketing materials may be distributed containing information about career center services that provide assistance for downsizing and re-employment for employers and employees.

h) The Rapid Response program is a function of responding to an employer's obligation to publically announce an upcoming layoff event through a WARN notice. Much of the workforce services which benefit the laid-off worker are dependent upon the employer agreeing to cooperate with CareerSource Palm Beach County and provide access to the soon to be laid-off worker. Timing becomes critical. As access is made available, CareerSource Palm Beach County conducts an orientation to services and provides informational packets which include a hard copy registration to gain name and contact information of the effected workers. Acquisition of individual worker information allows CareerSource Palm Beach County to register and track these workers as customers, and to measure the effectiveness of outreach services with a goal of enrolling no less than 65% of the affected laid-off workers into a service or program.

Once enrolled, CareerSource Palm Beach County tracks participation to measure effectiveness of services by participation rates, number of job seekers completing the BestWork DATA™ assessment, number of job searches conducted in EF, number of center visits, and by the number of workers who obtain employment through job postings in EF. All performance measured is used to improve service provision.

i) The Rapid Response program has two staff members assigned to the program which includes a DEO Rapid Response coordinator and an employer services account manager. These two staff members handle Adult, Dislocated Worker, and employer services related issues with employers. They pull from general staff as needed, i.e. Trade Adjustment Assistance (TAA) staff when TAA services are involved.

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

The partnership between CareerSource Palm Beach County and the School District of Palm Beach County, Department of Adult and Community Education, is one of the organization’s longest and most effective collaborations. As a result of this on-going collaboration, the Department of Adult and Community Education provides on-site GED preparation at the organization’s career centers and plans have commenced to provide on-site workforce services at an Adult and Community Education
site. In addition, the two organizations collaborate on career pathway programs designed to prepare low-skilled workers for family-supporting careers via the implementation of evidence-based and promising practices (e.g. contextualized and accelerated GED/ABE programs, cross referrals, co-enrollment, and others). These collaborative activities, and the provision to review local applications submitted under Title II WIOA §108(b) (10), will be codified in jointly-signed Memorandum of Understanding.

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

We initiated with the Children’s Services Council and Early Learning Coalition a two-generation package of workforce and childcare benefits for low-income families. Programs encourage education, skill development and career pathways to help move families toward long-term economic stability to increase the likelihood of positive outcomes and, ultimately, financial well-being.

In times of low unemployment it becomes even more challenging to place the “hard to serve" clients so we have made a shift in our focus to vocational training to increase wages at placement. It should also be noted that our results indicate overall program success in reducing welfare dependency in Palm Beach County.

CareerSource Palm Beach County became the local administrator for SNAP Education & Training in January 2016. Approximately 100,000 people in Palm Beach County are eligible for SNAP, or more commonly known as food stamps. Our mandate is to assist only a portion of the population known as Able-Bodied Adults without Dependents (ABAWD). Approximately 18,000 local residents fall into this category.

We will continue to deliver:
- Excellent partnerships and financial agreements with the Palm Beach County Community Action Program to implement a Microsoft Certification program
- ABAWD placements with an average hourly wage
- Cross-training to center staff for continued service
- Refer 123 clients to CareerSource Palm Beach County internal programs

(8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

CareerSource Palm Beach County continues to work with one-stop career center partners for the determination of infrastructure cost contributions. Florida Department of Education Divisions of Blind Services and Vocational Rehabilitation infrastructure cost sharing will be determined by the Department of Education at the state level pursuant to WIOA requirements. There will be a delay in
infrastructure cost sharing for Perkins Act funding as a result of federal reauthorization of the program.

CareerSource Palm Beach County has acted as the convener of community partners and their resources. We have entered Memorandums of Understanding (MOUs) with each partner that may be financial or service oriented (referral) in nature. WIOA requires the MOUs be renewed every 3 years, while CareerSource Palm Beach County reviews and monitors them more frequently. CareerSource Palm Beach County has many partnership MOUs which create relationships that provide a seamless continuum of services for the job seeker and reduce unnecessary redundant providers.

There are 14 required partners in the WIOA service delivery process of which CareerSource already has nine in place (Community Services Block Grant, Job Corps, Veterans, Farmworkers, Senior Community Service Employment, TANF, SNAP Employment and Training, Trade Adjustment Assistance, Unemployment Compensation); the other three (HUD Employment and Training, Perkins Act, Second Chance Act 2007) are in the process of being established and the remaining two (Indian and Native American, YouthBuild) are not located within Palm Beach County and therefore are neither required nor applicable.

Job seekers that have been identified through our career center orientation process as having barriers to employment that require more focused attention are referred to the appropriate partner to deliver services and activities that may not be available at CareerSource Palm Beach County.

Partner services are made available to the job seeker either via a link on the CareerSource website, by referral. Services are provided by cross-referral through the one-stop system for those that are not offered directly by CareerSource Palm Beach County. Examples of these services include, but are not limited to, adult education, ESOL, housing, drug counseling, emergency assistance for family housing, and food. The process begins by identifying the targeted population and their specific needs. If these needs cannot be effectively met within our career centers, a Request for Proposal (RFP) is published. Community organizations are required to respond in accordance with

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<th>Welfare Transition Program (TANF)</th>
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<tr>
<td>Supplemental Nutrition Assistance Program</td>
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<tr>
<td>Employment &amp; Training (SNAP E&amp;T) Programmatic Goals</td>
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- **Empower**
  - Career Consultants will coach clients to attain self-sufficiency
  - Increase prosperity of clients by increasing credential attainment rate

- **Improve**
  - Reduce soft skills gap
  - Increase placements
  - Improve employment retention

- **Collaborate**
  - Business Services departments to increase exposure of program clients to job opportunities

- **Partner**
  - Community agencies to provide wraparound services that mitigate barriers to program participate and employment
established procurement policy. Bids are reviewed by both staff and our board of directors. The organization that can best service the targeted population is selected and an MOU is developed.

**DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM**

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

The Workforce Innovation and Opportunity Act (WIOA) requires priority be given to “public benefits recipients, other low-income individuals, and individuals who are basic skills deficient” when providing career and training services. This system improves and strengthens the public workforce system and helps high-need youth and adults with significant barriers to employment, obtain skills, postsecondary credentials, and employment. Our service is also based upon the following premises:

- Meeting the demands of businesses and workers by driving workforce solutions.
- Supporting a workforce system that supports strong regional economies.
- Increasing access to education, training, and employment—particularly for people with barriers to employment.
- Creating a comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
- Increasing best practices including career pathways, sector partnerships, and credential attainment to increase employment for in-demand industries and occupations.
- Insuring “priority of service” for veterans, eligible spouses and persons with disabilities.

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

The new core partners required under the Workforce Innovation & Opportunity Act (WIOA) have an emphasis on serving persons with disabilities. WIOA mandates that priority of service be given to veterans, eligible spouses, persons with disabilities, and those who are basic skills deficient. The goal is to have improved, competitive integrated employment and economic self-sufficiency outcomes for individuals across the spectrum of disability. CareerSource Palm Beach County, Gulfstream Goodwill Industries, SouthTech Academy, Vocational Rehabilitation, Easter Seals, Blind Services and Wounded Veterans Relief Fund, Inc. F/K/A Wounded Warriors of South Florida have come together to provide a seamless delivery system for persons with a disability with employment as a goal.

SouthTech Academy and Gulfstream Goodwill Industries are not ITA providers licensed under the Florida Department of Education Commission for Independent Education, but they do provide industry recognized certificate courses where an individual obtains employment or advances within an occupation (including a recognized certificate of attendance or similar document for individuals with disabilities). Such programs are for training in occupations that are on CareerSource Palm Beach County’s Targeted Occupation List, current at the time of training. SouthTech Academy provides occupational skills training that lead to a formal nationally recognized credentials. The Division of Vocational Rehabilitation presently uses SouthTech Academy and Gulfstream Goodwill as approved training providers.
CareerSource Palm Beach County, Easter Seals, SouthTech Academy, Gulfstream Goodwill, Wounded Veterans Relief Fund, Inc. F/K/A Wounded Warriors of South Florida and the Division of Vocational Rehabilitation all work together to ensure persons with disabilities are helped to meet their needs, as well as, the needs of the employers and the local community. Since WIOA mandates that priority of service is given to persons with disabilities, CareerSource Palm Beach County, though a partnership with these organizations, sets aside program funds to assist in training individuals with disabilities in lieu of using an ITA process.

Additionally, Vocational Rehabilitation sets aside funds to provide occupational skills training at SouthTech for clients referred from any of the above-mentioned partners. The other partners mentioned will provide funding and services whenever possible. Fund raising is also a part of this initiative to serve this diverse population. Referrals, dual enrollments and sharing of information will be critical to assure we are providing a combination of services that will have the greatest impact for our clients. The ultimate goal is to have improved, competitive integrated employment and economic self-sufficiency outcomes for individuals across the spectrum of disability.

There is an added emphasis on ensuring persons with unique abilities are given preference when applying for a CareerSource Palm Beach County scholarship. For a complete list of those receiving priority of service, refer to QualDocs #PO-112 (Attached E1). CareerSource Palm Beach County will also be offering a specialized hospitality program for persons with unique abilities, either through our existing funding or through SouthTech Academy.

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

Gulfstream Goodwill Industries, Inc.
Gulfstream Goodwill Industries, Inc. is a non-profit organization operating in Palm Beach County that assists in the rehabilitation of individuals with disabilities. Their mission is “to assist people with disabilities and other barriers to employment to become self-sufficient, working members of our community.” They believe in “giving people a hand up rather than a hand out results in self-esteem and independence.”

A task team has been formed with CareerSource Palm Beach County and Gulfstream Goodwill Industries to help meet client needs, the needs of the employers and the local community. Non-duplication of services is the ultimate goal.

There is an added emphasis on ensuring persons with unique abilities are given preference when applying for a CareerSource Palm Beach County scholarship. For a complete list of those receiving priority of service, refer to QualDocs #PO-112 (Attached E1). On the Job Training (OJT) program will be given greater emphasis and resources, such as offering a specialized hospitality program for persons with unique abilities. Both parties have agreed to put an MOU in place to ensure CareerSource Palm Beach County offers this particular training in Palm Beach County.

SouthTech Academy
SouthTech Academy is credited with being an “A” rated school with a 92.8% graduation rate. Their mission “is to graduate students prepared for work, higher education, and productive citizenship.” They believe that every individual is entitled to the opportunity to achieve their maximum potential in life. They also believe that public education must play a central role in attaining that potential. To that end, they are “creating success stories…one student at a time.” They serve students throughout Palm Beach County and offer 13 different academies to choose
from. SouthTech Academy maintains regional AdvancED/SACS (Southern Association of Colleges and Schools) accreditation as a secondary public or private school district.

Wounded Veterans Relief Fund, Inc. F/K/A Wounded Warriors of South Florida
Wounded Veterans Relief Fund, Inc. is an organization designed to helping veterans in need of immediate assistance.

Their mission is “to provide temporary, immediate, financial assistance to service connected disabled veterans from conflicts and wars since 9/11.” This includes: Operation Iraqi Freedom (OIF), Operation Enduring Freedom (OEF) and Operation New Dawn (OND). Wounded Veterans Relief Fund, Inc. assists wounded warriors returning from such combat areas, while maintaining a high respect for privacy for the veteran and their families.

Urban League of Palm Beach County
Urban League of Palm Beach County is an organization that has programs and services designed to empower individuals and families to economic and social equality. Their mission is “to enable African Americans to secure economic self-reliance, parity, power and civil rights”. The Urban League empowers individuals to break down barriers and obtain economic equality through education, self-reliance and a greater understanding of financial tools and services. The goal is to break the cycle of poverty and level the economic playing field.

The Urban League of Palm Beach County and CareerSource Palm Beach County are partnering for the purpose of providing services and establishing a relationship conducive for referrals to their various programs.

Jupiter Vet Center
Jupiter Vet Center provides services for returning veterans. This program is provided under the auspices of the U.S. Department of Veterans Affairs and is available to eligible veterans and their families. CareerSource Palm Beach County provides outreach services through the use of temporary space provided by the Jupiter Vet Center.

The objectives of the outreach efforts of CareerSource Palm Beach County are to provide assessments, counseling and intervention services for eligible veterans who have readjustment problems related to their military service. CareerSource Palm Beach County has a number of veterans who require these services. Transition and employment services assist returning veterans to return to work and make an economic impact both individually and to the community at large. Assistance at the Jupiter Vet Center allows for earlier and effective intervention for problems.

Palm Beach County’s Hospitality Training Program
CareerSource Palm Beach County’s Hospitality Training Program of the Palm Beaches will provide hospitality industry classroom-based instruction to adults with disabilities. The program will be taught using materials and curriculum from the American Hotel & Lodging Educational Institute (AHLEI), adapted to fit the needs of learners with cognitive disabilities, learning disabilities, and Autism Spectrum Disorder.

The Foundation’s Hospitality Work Experience Program will provide unpaid work experiences within a partner hotel or resort to adolescents and adults with disabilities. “Unpaid work experience” is defined as a carefully monitored volunteer experience in which an individual has
intentional learning goals. This reflects actively, through both traditional and supported communication means, on what he or she is learning throughout the experience.

Applicants, who are eligible and selected, may elect to participate in both the Hospitality Training Program of the Palm Beaches and the Foundation’s Hospitality Work Experience Program. For participants enrolled in both programs, parties will collaboratively assist participants in securing a paid employment position upon completion of the program.

A. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners as identified in WIOA. This may include mandatory partners as defined in WIOA. If CareerSource Palm Beach County does not fill the role(s) as a mandatory partner within our one stop center, the partner that does enters into an Infrastructure Funding Agreement (IFA) with CareerSource Palm Beach County defining shared costs. The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA law.

CareerSource Palm Beach County has the following executed MOU’s and IFA’s in place:

- AARP Foundation Senior Community Service Employment Program (MOU/IFA) (Attached E2)
- Board of County Commissioners Farmworker Program (MOU) (Attached E18)
- Community Services Block Grant – Community Action Program (MOU/IFA) (Attached E8)
- Delray Beach Housing Authority (MOU/IFA) (Attached E23)
- Division of Blind Services (MOU) (Attached E11)
- Greenacres Vet Center for Disabled Veterans Outreach Program (MOU) (Attached E20)
- Gulfstream Goodwill Industries, Inc. (MOU) (Attached E4)
- Hands Together of the Palm Beaches, Inc. (MOU) (Attached E28)
- HUD Employment and Training Program – Palm Beach County Housing Authority (MOU) (Attached E29)
- Jupiter Vet Center for Disabled Veterans Outreach Program (MOU) (Attached E7)
- Palm Beach County Public Safety (MOU/IFA) (Attached E30)
- Palm Beach State College (MOU/IFA) (Attached E32)
- School Board of Palm Beach County (MOU/IFA) (Attached E6)
- Urban League Senior Community Service Employment Program (MOU) (Attached E14)
- US Department of Veteran Affairs (MOU) (Attached E24)
- US Department of Veteran Affairs Palm Beach Medical Center (MOU) (Attached E25)
- Vocational Rehabilitation, Florida Department of Education (MOU/IFA) (Attached E17)

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

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

CareerSource Palm Beach County ensures that we are in compliance with all requirements of the Americans with Disabilities Act (ADA) through periodic internal audits of each facility. Those audits are verified by random onsite inspections by the Department of Economic Opportunity, Office of Civil Rights. To supplement the requirements of the ADA and ensure we are meeting both the letter and spirit of the law, CareerSource will be conducting refresher training for those staff in direct contact with job seekers on the proper use of all assistive devices.

CareerSource Palm Beach County also offers a successful and continually expanding Ticket-to-Work program that assists job seekers on SSI and/or SSDI to return to the workforce. Since the program’s inception, we have provided assistance to between 300-350 job seekers with many of them able to re-enter the workforce and retain employment.

CareerSource Palm Beach County engages with community partners who assist disabled job seekers to re-enter the workforce. Memorandums of Understanding (MOU) are in place with organizations such as Vocational Rehab, The Lord’s Place, Gulfstream Goodwill Industries, Lighthouse for the Blind just to name a few.

### Disability Services and Ticket to Work Programmatic Goals

| Increase self-sufficiency for Disability Services and TTW clients | • Expand awareness of Social Security Work Incentives  
• Train the trainer sessions for employers  
• Increase TTW milestone and outcome payments  
• Increase TTW client base working at/above trial work and sustainable gainful activity levels |
| Secure funding for CSPBC Hospitality Training Program | • Identify new funding sources  
• Implement fee-for-service certification program for employers  
• Research grant opportunities |
| Educate clients about the benefits of the hospitality program | • Create orientations in English, Creole, and Spanish  
• Recruit new and diverse clients from outreach events  
• Educate staff about different culture models and background  
• Partner with new and diverse organizations  
• Bring new employers that understand our populations |
| Increase partners for REACH and Project Impact | • Acquire new grants from public and private organizations  
• Educate new employers on advantage of hiring people with disability and language barriers. |
B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.

Universal Design is a strategy for making products, environments, operational systems, and services welcoming and usable to the most diverse range of people possible. Its key principles are simplicity, flexibility, and efficiency. When applied to our one-stop delivery systems, Universal Design principles allow us to work together towards a world-class service environment to help all local residents get training, find jobs and careers. In planning, Universal Design is the key to how we at CareerSource Palm Beach County provide exemplary service in our Career Centers. Design thinking for innovation across our entire local workforce system benefits job seekers with a wide range of learning styles, intelligence, and physical mobility to help meet their needs more efficiently. A good example of this is the availability of our Virtual Career System, providing 24-hour access to information and job seeker services from any on-line location.

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)).

CareerSource Palm Beach County has capitalized on the use of technology with our Virtual Career System (VCS) which includes online workshops, streaming videos, and video mock interviews, development of a video resumes, professional websites and e-folios to create an online footprint for the job seeker.

We have also purchased an e-learning software authoring tool which transforms PowerPoint content into customized interactive online and mobile courses. This software will take our VCS to the next level by allowing us to create courses which will outline what learners will need to grasp and the simulations, screen recordings, quizzes and decision-making activities to measure transfer of learning.

In addition, our Information Technology department is creating electronic forms and automated databases to perform and process job seeker applications. This process automates various departmental forms, job seeker documents, and delivers reporting and document retention on a job seeker’s trip through the system providing quicker service at reduced cost.

(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)).

CareerSource Palm Beach County encourages the state to vigorously pursue the development of a case management system that integrates at a minimum, all core WIOA partner programs. In SB 7040, the Department of Management Services is given the lead to strategically navigate the state toward a universal tracking system. This would enable career centers and our partner programs to ensure that businesses and job seekers with a shared client base across the multiple programs have access to information and services that lead to positive employment outcomes. Under WIOA, career centers and their partners:

- provide job seekers with skill tests to determine skill gaps
● provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
● provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
● enable businesses and employers to easily identify and hire skilled workers and access other support, including education and training for their current workforce;
● participate in rigorous evaluations that support continuous improvement of career centers by identifying which strategies work better for different populations.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of the one-stop operator(s) (WIOA §121(d)(2)(A)).

2017-2019:
An RFP was published and competitive bidding process followed. The final candidate was approved by the CareerSource Board as well as the Palm Beach County Commission. Effective July 1, 2017, Cambridge Consulting, LLC assumed the role of One-Stop Operator for our region through December 31, 2019.

2020-2024:
An RFP has been published and competitive bidding is in process. As of the date of submittal, CareerSource Palm Beach County is fulfilling the responsibilities of OSO until an acceptable replacement/arrangement, which will follow the outlined law, is implemented.

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

Any Local Workforce Development Board (LWDB) approved to be designated as a career center operator or approved to be a direct provider of workforce services must submit a performance report at the end of each program year that the service(s) has been provided. CareerSource Palm Beach County submitted this report for PY 2014-2015 (Attached E12). The report demonstrates how CareerSource Palm Beach County continues to be recognized as a leader in performance, innovation and best practices by the Department of Economic Opportunity, the USDOL and CareerSource Florida. Examples of how systems and business practices implemented at CareerSource Palm Beach County have set the pace for other LWDAs across Florida in serving career seekers and employers are provided in this report. Many of these initiatives are above and beyond required services.

Following is an analysis of the actual cost savings realized as a result of the LWDB providing the workforce service:

Effective November 1, 2007, CareerSource established a multi-jurisdictional consortium called the Palm Beach Workforce Development Consortium. The consortium consists of five members: the Mayor of the Palm Beach County Board of Commissioners, the mayors of the municipalities of Delray Beach, Palm Beach Gardens, South Bay and West Palm Beach. This consortium allows for the establishment of an Independent Special District and is the employer of record for all workforce services and assigns its staff to CareerSource Palm Beach County locations. The consortium contracts the duties and responsibilities to run career centers and deliver services to CareerSource
Palm Beach County who also acts as the fiscal agent and recipient of all workforce funding in the Local Workforce Development Area 21 (LWDA21). Additionally, CareerSource Palm Beach County is the administrative entity for the consortium and assumes the oversight and administrative systems for all workforce program operations. The CareerSource Palm Beach County Board of Directors, based on staff recommendations, identifies local area needs and informs the consortium of such. The consortium, together with CareerSource Palm Beach County, approves the Workforce Development Plan for LWDA21 and any modifications hereto.

As LWDB, one-stop operator and direct service provider of workforce services, CareerSource Palm Beach County is responsible for constantly improving the organizational structure to efficiently and effectively manage the day-to-day operations to ensure CareerSource Palm Beach County’s Local Workforce Services Plan is carried out and provides excellent customer service, achieving state required performance measures, completing all reports and meeting all deadlines.

The original application under the Bennett Bill anticipated a realized reduction in costs and a savings of approximately $960,000. We continue to revise the organizational structure of CareerSource to provide services in an effective and efficient manner. By providing direct services several positions were eliminated that were duplicated by the contracted service provider. The actual indirect cost rate for the year just ended was 14.2%. If we were to return to utilizing a contracted direct service provider, the financial impact would be detrimentally significant. An analysis of the estimated costs that would have been incurred for the year ended June 30, 2019 has been performed. This cost analysis considered the additional staff, reimbursement of indirect expenses (14.2%) incurred by the contractor and the payment of profit (8%). The savings realized as a result of LWDA 21 directly providing services was $1,475,429.

- Following is a description of realized improvement to the local service delivery system and realized improvement in performance outcomes:

CareerSource Palm Beach County’s vision is to be recognized by business as the primary source of talent in Palm Beach County. To accomplish this, we operate as a competitive business, rather than a nonprofit or governmental organization. This corporate, entrepreneurial approach is unprecedented (most workforce investment boards look, feel, and act like government agencies) and is the driving force behind the organization-wide culture of innovation and high-performance. Accordingly, CareerSource Palm Beach County is:

1. Leveraging technology to improve efficiency and effectiveness while reducing costs.
2. Convening business and educational partnerships to better understand industry needs, work with educational institutions to develop the skills and talent required, and to facilitate the transition from college/school to job.
3. Cultivating business-to-business focus processes and tools to continue increasing our business penetration and retention rate.
4. Serving a broader range of career seekers from entry level to C-suite as the economy improves and businesses run out of easily obtainable talent.
System Description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under The Strengthening Career and Technical Education for the 21st Century Act (Perkins V) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

CareerSource Palm Beach County is a multi-jurisdictional consortium under authority of section 163.01 Florida Statutes and a special purpose unit of local government. CareerSource Palm Beach County is a direct service provider, carrying out core programs and other workforce development programs to support alignment in the provision of services, operating career centers that provide excellent customer service to both job seekers and local businesses.

Our local workforce development board (LWDB21) is committed to leveraging the resources entrusted to it with those of its primary workforce system partners and its many other strategic partners in business, economic development and education to address talent needs at every skill level and cultivate a competitive workforce for Palm Beach County. To ensure the workforce strategies and policies developed by our board are implemented and consistent with approved state plans, the board cultivates collaboration with DEO, other regional LWDBs, and other partners vital to workforce services delivery.

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), CareerSource Palm Beach County has a business-led, market-responsive, results-oriented and integrated workforce development system. The enhanced system fosters customer service excellence, seeks continuous improvement and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce and economic development is designed to maximize the competitiveness of the Palm Beach County business community and the productivity of our local workforce, increasing local economic prosperity. Our board’s strategic vision for WIOA implementation will be realized by accomplishing these three goals:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Palm Beach County residents with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.

- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that refines strategies, drives operational excellence, leads to the identification and replication of best practices, and empowers an effective and efficient workforce delivery system.

- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Palm Beach County youth that lead to enhanced employment, career development, credentialing, and post-secondary education opportunities.

The following initiatives will continue to be top priority over the next four years:

- Redefining customer service standards for business talent support
- Expanding our total talent delivery system and business engagement
• Expand virtual access to service delivery systems for job seekers and employers
• Implementing local sector strategies
• Establishing new demand based career pathways
• Expanding our use of a market-driven system approach
• Enhancing local performance measurement systems
• Expanding the provision of services to individuals with disabilities (Ticket to Work)

The programs and services listed below are included in our local workforce development system. For details on the individual programs and how the board works with entities in carrying out core and other workforce development programs, please refer to plan section: See section E1 “General System Description”

Core Programs
Adult & Dislocated Worker programs
• Individualized career services
• Follow-up services

Youth program
Wagner-Peyser employment services
• Labor exchange
• Job Seeker services

Required Partners
Adult Education & Literacy
Vocational Rehabilitation
Division of Blind Services
Career and Technical Education (Perkins Act)
Community Services Block Grant
Indian and Native American Programs
HUD Employment and Training Programs
Job Corps
Local Veterans’ Employment Representatives and Disabled Veterans’ Outreach Program
National Farmworker Jobs Program
Senior Community Service Employment Program
Second Chance Act of 2007 – Re-entry Staff on Site & PREPARE Grant

Temporary Assistance for Needy Families (TANF) Employment & Training
• Applicant Services
• Mandatory Services
• Transitional Services

Supplemental Nutrition Assistance Program (SNAP) Employment & Training
• ABAWD Population
Trade Adjustment Assistance (TAA)
- Trade Readjustment Allowances
- Trade Act Certifications

Unemployment Compensation Programs (Reemployment Services)

WIOA Young Adult Programmatic Goals

- Strengthen relationship community partners
- Incorporate new technology to remain competitive, and relevant to the labor market changes and community need
- Strengthen partnership with the 15th Judicial District Juvenile Office
- Expand program accessibility to local area communities
- Build stronger partnerships with city and county municipals

- Increase number of in school and out of school youth served
- Expand the Summer Youth Program by securing an additional classroom for program offering
- Increase the number of programs and training components offered thereby increasing credential attainment

- Automate the department’s intake process and file system
- Create online orientation for program clients, employers and partner agencies
- Consider online content for hybrid course work

- Increase awareness of our program services and guidelines
- Provides “train the trainer: opportunities at the Juvenile detention facility
- Provide services at Palm Beach County School District Alternative School
- Partner with DJJ to serve young adults on probation, creating conditions with no means to “pay” restitution

- Secure new office space in North Palm Beach with additional staff
- Partner with local educational institution to provide training in the trades
- Collaborate with internally communications department to improve marketing efforts for recruitment

- Increase outreach with city increase working relationships
- Increase hiring employers, by educating on the benefits of employing offenders
- Identify long term positions with benefits for reentry clients by partnering with community partners and employers
- Reduce employer turn-over rates by 5%
- Increase reentry job placements by 8-10

(2) Sub-grants and Contracts: Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).
CareerSource Palm Beach County applies the procurement and expenditure procedures required by federal law and state law, the standards set forth in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the policies of the Department of Economic Opportunity and CareerSource Florida, Inc. for the expenditure of federal, state, and non-pass-through funds.

The IT Department is responsible for procurement functions relating to data processing equipment. The Facilities Supervisor is responsible for procurement functions relating to furniture, equipment and vehicles. All other purchases are made by the department needing the item on an as-needed basis. If the item is included in the budget and is $10,000 or less, no additional approval is required. However, purchases of items not included in the budget, and budgeted items over $10,000 require prior approval from the President/CEO.

Procurements are awarded as the result of an evaluation of the proposal submitted by the party together with other relevant factors such as ability to perform, prior experience with the party and past performance, technical and financial resources, reasonableness of cost, cost/price analysis, record of integrity, business ethics, and fiscal accountability, availability of services and other evaluation criteria included in the procurement documents. Evaluation of the proposals is reviewed at several levels:

- For completeness and compliance with the information and documentation required per the procurement document,
- by a committee,
- depending on the dollar value or type of procurement approval by the President/CEO and/or Board of Directors and if applicable Chief Elected Official may be required.

Prior to a CareerSource Palm Beach County employee participating in any stage of the procurement process including, but not limited to, the development of specifications, scopes of work, answering procurement questions or evaluating bids/submittals/quotes/proposals (collectively referred to as “quote”) the CareerSource employee shall certify that a conflict of interest is not present. Vendor, contractor, subrecipient and consultant are collectively referred to as “vendor”. Beginning with issuance of the procurement, vendors may submit questions regarding the procurement via e-mail to CareerSource Palm Beach County. The vendor questions and CareerSource Palm Beach County answers to vendor questions are posted on the CareerSource website. Vendors with a federal or state contract for the same/similar goods or services may be utilized in lieu of publicly noticing the procurement and obtaining quotes. Some form of cost or price analysis shall be made and documented in the procurement file in connection with every purchase action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

Prior written approval is required from the funding source for equipment purchases over $5,000. Exceptions to the below procurement threshold are when purchases are made during an emergency or are sole sourced. Sole source documentation is required in accordance with 2
CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Purchase thresholds and public notice requirements are as follows:

<table>
<thead>
<tr>
<th>Purchase Threshold</th>
<th>Public Notice Requirement</th>
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<tbody>
<tr>
<td>A. Micro Purchases Of $10,000 Or Less</td>
<td>No public notice requirements. May be awarded without soliciting competitive quotations if CareerSource considers the price to be reasonable. To the extent practicable, the micro-purchases will be distributed equitably among qualified suppliers</td>
</tr>
<tr>
<td>B. Small Competitive Purchases Of More Than $10,000 And Less Than $50,000</td>
<td>No public notice requirements. Requires a minimum of three written quotes. Exceptions to this threshold are when purchases are made during an emergency or are sole sourced as outline in E. below. Sole source documentation is required in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and CareerSource’s Procurement Policies &amp; Procedures.</td>
</tr>
<tr>
<td>C. Small Competitive Purchases Of More Than $50,000 And Less Than $100,000</td>
<td>Publicly noticed on CareerSource website and Palm Beach County procurement channel. Requires a minimum of three written quotes. Exceptions to this threshold are when purchases are made during an emergency or are sole sourced as outline in E. below. Sole source documentation is required in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and CareerSource’s Procurement Policies &amp; Procedures.</td>
</tr>
<tr>
<td>D. Sealed Proposal Purchases Of $100,000 Or More</td>
<td>Publicly noticed on CareerSource website and Palm Beach County procurement channel and other local media.</td>
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<tr>
<td>E. Consultant Services</td>
<td>Contracts with consultants whose total compensation will exceed $50,000 during any fiscal year shall be subject to the approval of the Finance Committee as soon as it is reasonably determined that the consultant's compensation will exceed $50,000.</td>
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<tr>
<td>F. Noncompetitive Proposal / Sole Source</td>
<td>Solicitation of a proposal from only one source may be used only when one or more of the following apply:</td>
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<td></td>
<td>• The item is available only from a single source</td>
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<td></td>
<td>• The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation</td>
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<td>• The Federal awarding agency (or pass-through entity) expressly authorizes this method in response to a written request from CareerSource</td>
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<td></td>
<td>• After solicitation of a number of sources, competition is determined inadequate</td>
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</table>
(3) Purchase thresholds A through C above does not include the purchase of office supplies and furniture. Office supplies and furniture are purchased from a CareerSource approved vendor(s) via a Request for Quotation in accordance with D. above.

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

CareerSource Palm Beach County provides core partner programs such as; WIOA Adult, Dislocated Worker and Youth Programs, Wagner-Peyser Employment Services, Adult Education and Literacy and Vocational Rehabilitation through the one-stop system. Eligible individuals with barriers to employment are provided priority of service as per policy for employment and training along with education programs. Eligible individuals can be co-enrolled into appropriate core programs that best fit the need of the individual. Credential, certificate or certifications are the required outcomes of training / education programs.

A large body of research indicates that a multidisciplinary effort is required to address complex issues faced by individuals with barriers to employment. To that end, CareerSource Palm Beach County leverages long-standing partnerships with a wide variety of public and private stakeholders from industry, education, economic development, and health and human services to maximize outcomes among this jointly-served population. These partnerships have resulted in effective initiatives that have placed individuals on the pathway to success while simultaneously increasing the pool of candidates with relevant skills and credentials. Examples of the effective strategies that will be sustained, replicated, and/or expanded include:

Leveraging existing resources (e.g. On-the-Job Training Funds, Individual Training Accounts, assessments, etc.) in support of proven practices (e.g. sector-strategies, career pathway programs, and registered apprenticeships) that engage all stakeholders (employers, service providers, educators) and the design level.
The establishment of the Department of Community Engagement which is not only charged with educational and industry alignment, but also with convening partners and funders from the public and private sectors to design, incubate, and sustain proven models to address barriers and increase access to in-demand education, training, and employment opportunities. Examples of such programs include PREPARE (Pre-Release Employment Preparation and Reentry Engagement), a program that establishes a CareerSource Palm Beach County career center inside local jail facilities; and the GGHC (Gateway to Geriatric Healthcare) initiative, an employer-driven career pathway program that provides employment and credentials from certified nursing assistant to registered nurse. The GGHC concentrates on geriatric healthcare in response to local employers' input regarding a current and anticipated shortage of professionals with this specialization.

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

CareerSource Palm Beach County conducts a comprehensive analysis of industry sectors utilizing labor market information relative to our region. This includes not only a review of quantitative information such as growth trends and wage data, but we also seek input from business and industry, trade associations, education, economic development and chambers of commerce as part of this review process. While many jobs in the region may be in demand, we have selected a limited number of occupations that we will make the investment in considering our resource constraints. CareerSource Palm Beach County reviews this list as presented by the state as well, and based on local workforce needs and input from partners in the communities to make any necessary changes or revisions.

Priority for training is linked to job openings for businesses in our targeted infrastructure industries and economic development priorities. All training is limited to two years in duration and the attainment of industry-recognized certificates or certifications, an associate’s degree or a bachelor’s degree is required for a successful outcome.

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

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

CareerSource Palm Beach County has a Labor Market Information team that leads our industry sector evaluations. We focus our efforts on not only investigating an industry, but researching the entire supply chain associated with this industry or sector. We call this comprehensive sector review examining the industry sector’s eco-system; what makes this approach successful is that it reveals the broader symbiotic business relationships within an industry sector. We use tools such as “Analyst” and “Developer” under license from Economic Modeling Specialist Internationals (EMSI) to understand these relationships and then identify regional industry sectors that meet our established requirements.

Just as data is the key to determining the correct industry sectors upon which to build a sector strategy, it also is vital in understanding our regional talent supply, the skills and occupations that are most aligned with the needs of our targeted industries. This is the supply side of the equation and understanding this data is crucial to being able to provide businesses with the talent they are seeking. It is also important for understanding the skill gaps that may exist broadly within our local labor force so our organization can take actions to address that shortfall.

B. Describe how sector strategies are founded on a shared/regional vision; Successfully engaging with industry leaders and identifying industry champions are critical to the success of our sector strategy. Businesses demand for specific talent, degrees or certifications, and skill sets will determine the subsequent steps that CareerSource Palm Beach County may take in terms of building education and training programs, building Career Pathways, and implementing any number of programs to create the talent pipeline necessary for these businesses to thrive.
1. Put businesses at the middle of the conversation, brought together at scale by industry. At this level, partners discover pressing and often broader workforce challenges from businesses, which are driving the conversation.

2. Treat businesses as partners, no longer just the end customer. In this model, community partners work with businesses to build customized solutions, rather than provide off-the-shelf program-based solutions.

3. Align partners. Sector partnerships are driven by solutions; solutions that, more often than not, require multiple partners collaborating and leveraging programs and funding.

4. Require a credible third party “convener.” This entity could be CareerSource Palm Beach County (LWDB21) or another organization, in our case such as the Business Development Board of Palm Beach County. The convener acts as a neutral body, ready to guide the partnership and align partners.

5. Are convened on a regional scale. Because labor markets and industry clusters cross county and service area lines, so too must sector partnerships.

C. Describe how the local area ensures that the sector strategies are driven by industry; CareerSource Palm Beach County has built a successful network of regional sectors partnerships that have laid the foundation to launch additional sector partnerships, which will utilize career pathways to meet industry needs for a skilled workforce. Each industry partnership is unique and designed to meet its respective economic and workforce development needs of that industry sector. Employers, workers and jobseekers benefit from workforce partnerships in their communities. Employers of any size can work with a regional collaborative to develop talent supply chains to increase their competitiveness while workers and job seekers can obtain careers paying family-supporting wages.

Examples of our regional Industry partnerships include:
D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;

Our business development team touches a variety of organizations in Palm Beach County. We regularly work with the our local economic development organization the Business Development Board of Palm Beach County to attract, retain and help local businesses expand. We are at the table with all recruitment or expansion projects, assisting with job candidate sourcing, training opportunities and/or placement support.

CareerSource Palm Beach County currently targets these industry sectors: Healthcare, Construction, Advanced Manufacturing, Leisure and Hospitality. As an example of strategic alignment of service delivery systems look at to our construction industry sector: In November 2016, the voters of Palm Beach County passed an additional one cent sales tax to be utilized for infrastructure repairs. Intense demand in rewarding construction/building trade jobs in Palm Beach County is being fueled by $2.7 billion in infrastructure improvement projects over the next decade. The Palm Beach County Administrator asked CareerSource Palm Beach County to assist with training and employment needs of county employers and career seekers for thousands of construction/building trade jobs needed to complete major infrastructure improvement projects. Some of the anticipated projects will consist of: improving district-owned school buildings, construct and repair roads, bridges, signals, streetlights, sidewalks, parks drainage, shoreline and wastewater infrastructure, recreation and governmental facilities.

Working in conjunction with our partner at Palm Beach State College (PBSC), Corporate & Continuing Education department, accelerated training programs for the construction Industry trades (electrical, HVAC, plumbing, carpentry, and welding) have now been developed. Training is provided to suitable Palm Beach County career seekers such as but not limited to veterans, women, unskilled job seekers and ex-offenders who are interested in training that provides nationally recognized NCCR Core and Level 1 certifications. PBSC has scheduled classes in the evenings to provide the career seeker the ability to enter employment or maintain employment while mastering a trade. The sales tax initiative does not provide for any training dollars, CareerSource Palm Beach County applied and received a grant from CareerSource Florida for $269,000 to assist with training costs. In addition, CareerSource Palm Beach County received $100,000/yr for three years from Community Action Programs to place those most disadvantaged citizens into the customized trades training.

Sector Strategies - Trades (Special Projects) Programmatic Goals
Strengthen relationships with training grant provider staff and management

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<tr>
<td>Visit with each member of staff (3) and management (2) on a regular basis to foster open communication and attend all vocational training program orientation sessions.</td>
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<tr>
<td>Encourage participation from all staff and management to work together as a team ensuring a timely enrollment of clients into their desired training.</td>
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<tr>
<td>Increase timeliness of client eligibility letters by weekly contact with provider.</td>
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Promote the NCCER prerequisite for intensive trade training, OJT’s, and/or apprenticeships in the field of NCCER certifications

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<tr>
<td>Work with communications on creating social media and marketing materials.</td>
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<tr>
<td>Schedule mandatory monthly information sessions at CSPBC for grant approved clients to educate them on training pathways.</td>
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<tr>
<td>Promote and engage educational partners and grant provider on tactic in quarterly meetings.</td>
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Promote CDL and Forklift training for automation and artificial intelligence (A.I.) integration

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<tr>
<td>Meet quarterly with CDL and Forklift training providers directly to discuss future vision of CDL and Forklift jobs.</td>
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<tr>
<td>Work with communications on creating the appropriate verbiage for social media and marketing materials.</td>
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<tr>
<td>Increase client awareness by 10% on transferable skills to improve future outlook with automation and A.I.</td>
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<tr>
<td>Ensure clients have additional training available that is in line with regional occupational demands.</td>
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</table>

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

CareerSource Palm Beach County is an active member of the Palm Beach County League of Cities and participates in their programs, activities and committees. The partnership with the Palm Beach County League of Cities promotes and advances the collective interest of the municipalities of the county, better allows us to study municipal issues and seek desired results through cooperative efforts, to enhance the quality of life of the citizens of the community and to engage residents. The League consists of all 39 municipalities of the county and includes over 75 associate members including CareerSource Palm Beach County. We regularly interface with the local elected officials of the League and staff of municipalities to drive awareness of our workforce programs and services. Our objective is to assist local municipalities in leveraging CareerSource Palm Beach County for recruiting, hiring and training needs.

We are involved with many chamber of commerce organizations in Palm Beach County, serving on committees, advisory boards and councils. By participating with these organizations, we have direct contact with multiple businesses in each community, assisting with workforce development and cultivating new partnerships.

CareerSource Palm Beach County is also involved with local industry associations including the South Florida Manufacturers Association, Marine Industry Association of Palm Beach County, Hotel and Lodging Association, Gold Coast Builders Association, Treasure Coast Regional Planning Council, Palm Healthcare and others.
CareerSource Palm Beach County serves on the Comprehensive Economic Development Strategies (CEDS). The CEDS Plan highlights the Region's strengths, weaknesses, opportunities and challenges and provides a set of guiding principles for community leaders to set common economic development goals and priorities for action. The development of this CEDS plan was guided, supported, and coordinated in parallel with the development of the State of Florida's 2012-2017 Statewide Strategic Plan for Economic Development.

More closely aligning the functions of workforce and economic development activities generates multiple “wins” for employers, public-sector agencies, and workers by linking public workforce education and training with the skill needs of employers seeking to relocate, expand or grow operations in a local municipality. In these communities, employers’ on-the-ground knowledge of the county’s workforce capacity informs economic development decisions, and the needs of employers drive workforce development decisions. To the extent that these cities have linked workforce development activities with high-wage, high-growth sectors of the economy, closer coordination has led to reductions in poverty and unemployment, as well as to increased employment retention.

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

We are very conscious of the need to measure our sector strategy/partnership outcomes apart from our program performance measures. To that end we are developing an evidence based system in which sector strategy outcomes are measured and reported, adjusted, as needed, and sector work is sustained overtime. Our regional sector strategy partner organizations such as workforce development, economic development, and higher education are developing a new process to systematically act on these performance findings. All partners are contributing resources, financial and otherwise to support and sustain the work of our sector partnerships. We are actively pursuing new resources through grants aimed at sustaining the activities required for successful sector partnerships.

We are empowering our local system to use Sector Partnerships to move beyond development of training programs to include the development of career pathways. CareerSource PBC received a 2017 Florida Career Pathways Best Practice Award for outstanding dedication and leadership support demonstrated through “multi-dimensional partnerships” with Palm Beach State College. Six staff members are National Career Pathways Certified Professionals. Staff members serve on Business Advisory Boards at Palm Beach State College in the Bachelor’s Degree Program and Post-Secondary Adult Vocational Program (welding, HVAC, machining/electrical, insurance). We also implemented a pilot program in Low Voltage Security Systems with combined internship and On-The-Job training components for WIOA eligible students.

(7) In-demand Training: Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(iii)).

In-demand training is linked to the Regional Targeted Occupations List (RTOL) based on job openings for businesses in our targeted infrastructure industries and economic development priorities. Training is limited to two years in duration and the attainment of industry-recognized certificates or certifications, or an associate’s degree. Local in-demand occupations (such as marine) can be notated on the RTOL for CareerSource Palm Beach County.

CareerSource Palm Beach County conducts a comprehensive analysis of labor market information in our region. This includes not only a review of quantitative information such as growth trends and...
wage data, but we also seek input from business and industry, trade associations, education, economic development and chambers of commerce as part of this review process. While many jobs in the region may be in demand, we have selected a limited number of occupations that we will make the investment in considering our resource constraints. CareerSource Palm Beach County reviews this list as presented by the state as well, and based on local workforce needs and input from partners in the communities to make any necessary changes or revisions.

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

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

CareerSource Palm Beach County has a strategic plan to engage local employers, specifically in small-to-medium-size businesses. These businesses span multiple industries including those on our targeted occupation list such as healthcare, aviation/aerospace/engineering, hospitality, IT/telecom, life sciences, manufacturing and marine. Our strategy is to meet marketplace demand that is needed to grow our local economy including industries that are poised for growth with higher-wage jobs. While focusing on our regional economic and workforce development strategic targets, we leverage and invest in local talent, resources and programs to benefit the business community. CareerSource Palm Beach County acts as a positive labor exchange resource for the community, reaching into urban, rural and metropolitan neighborhoods to identify qualified talent for local businesses. This year, we coordinated/participated in 55 hiring events that attracted 1,086 local employers and over 6,600 job candidates. By facilitating job fairs, we are helping business in Palm Beach County save time, effort and money by sourcing local candidates. Utilizing training grants and workforce programs, many local businesses have benefited from our services. Our business development team touches a variety of organizations in Palm Beach County, including serving on committees, advisory boards and councils with local industry associations, 39 municipalities, local chamber of commerce groups and the Business Development Board.

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

We provide a workforce development system that meets the needs of businesses in Palm Beach County by developing world-class talent through measurements including: monitoring customer satisfaction analytics and industry task forces and supply/demand metrics. We are working with the School District of Palm Beach County to identify specific industries and jobs to assist students in selecting a career path and training needed to enter employment within those sectors. Behavioral assessments and other tools help students identify which jobs will lead to long-term employment success.

C. Better coordinate workforce development programs and economic development; and,
Palm Beach County is home to an abundance of skilled personnel who are drawn by an exceptional quality of life. Our workforce is hard-working and industrious. The industries that cluster within the county are great indicators of the types of jobs, salaries commanded, skill levels required, and educational institutions supporting them that help explain employment dynamics. A key element in enhancing workforce development is utilizing business and community partners to ensure a skilled and reliable workforce is available for our employers. CareerSource Palm Beach County works closely with the Business Development Board and the Palm Beach County Education Commission to ensure that successful job preparation and training is available in Palm Beach County.

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

CareerSource Palm Beach County has strengthened linkages between the one-stop delivery system and unemployment services by offering career center services at three locations in West Palm Beach, Delray Beach, and Belle Glade. Job seekers can receive assistance in building a resume, interviewing skills and dressing for success through our workshops. We have recently created a Virtual Career System that offers many of these same services through internet-based devices including laptops, tablets and smart phones. Job seekers are able to access services at their convenience anytime.

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

WIOA has established a priority requirement with respect to funds allocated to the local area for adult employment and training activities as referenced local PoliDocs PO-112 (Attached E1). One-stop center staff responsible for WIOA adult funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services. WIOA priority must be provided regardless of the level of funds. Veterans and eligible spouses receive priority of service for all USDOL-funded job-training programs, such as WIOA programs.

Currently priority is provided in the following order:

- Veterans and eligible spouses who are also included in the groups given statutory priority of WIOA adult formula funds,
- Veterans and eligible spouses who are also recipients of public assistance, other than low-income individuals,
- Individuals who are basic skills deficient.

For more details on priority of service:

1. Veterans and eligible spouses who are also included in the groups given statutory priority of WIOA adult formula funds.
- Veterans and eligible spouses who are also recipients of public assistance,
- Other than low-income individuals or individuals who are basic skills deficient would receive first priority for services provided with WIOA Adult funds.

2. Non-covered person (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA Adult formula funds.

- CareerSource Palm Beach County provides local priority of service to individuals with Disabilities as defined in section 3 of the Americans with Disabilities Act of 1990 (42 USC 12102).

3. Veterans and eligible spouses who are not included in WIOA's priority groups.

4. Non-covered persons outside the groups given priority under WIOA.

**Veterans Unit Programmatic Goals**

Increase DVOPS outreach within the community

- Increase number of DVOP eligible/suitable veterans assisted and placed
- Establish an advisory committee to discuss strategies to combat local issues, opportunities and promote community collaborations

Establish a LVER's presence at community networking events

- Increase outreach and establish presence with new employers
- Increase employer registrations in Employ Florida
- Increase job orders entered into Employ Florida by LVER's

Federal Contractor Engagement

- Host a biennial Federal Contractor Conference with a member of an OFCCP and federal contractors
- Establish new partnerships and educate federal contractors
- Increase the number of job orders listed in Employ Florida by federal contractors

Veteran Intake/Priority of Service Training

- Evolve training to incorporate clarification on guidelines for intake process by defining roles for consortium vs DEO staff
- Streamline the intake process for veteran job seekers
- Ensure correct DVOP eligibility/suitability screening

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

**TRAINING PROVIDER APPROVAL**

CareerSource Palm Beach County has an open and on-going application approval process. The application for CareerSource Palm Beach County selection and retention of Eligible Training
Providers and Programs is consistent with WIOA and CareerSource Florida Administrative Policy #90, WIOA Eligible Training Provider List, Effective date: March 1, 2016. Eligible providers of training services programs are entities that are eligible to receive WIOA title 1-B funds for adult and dislocated worker participants who enroll in training services programs through Individual Training Accounts (ITA). ITA’s may also be used for WIOA Title 1 youth funds to provide training to older, out-of-school youth, between the ages of 18 to 24.

Training Provider Approval Criteria:

1. Submit a complete and accurate training provider program application including all requested information and documentation (Attached F5).
2. Must be in business under the current ownership for a minimum of two years.
3. Be a public school or licensed by the Florida Department of Education Commission for Independent Education to provide the proposed training programs. Licensure documentation for each course proposed in the application must be provided to CareerSource Palm Beach County.
4. Provide direct training to the client, or without subcontracting the delivery of the training.
5. Participate in the Florida Education & Training Placement Information Program.
6. Approved Federal PELL grant schools, coordinate the use of Federal PELL grant payments with CareerSource Palm Beach County ITA funding. WIOA ITA recipients are allowed to use their PELL funds for living expenses, allowing CSPBC funds to be used first.
7. Training provider/school approved by an IT software developer, whose products are considered universal products used nationally or globally to train individuals on their software, is not required to be accredited nor is the course of training required to be accredited; however, the training provider/school must be listed by the IT software developer on the developer’s website.
8. Demonstrate fiscal solvency.
9. Track and supply program completion/placement information to CareerSource Palm Beach County.
10. Respond to renewal applications annually.

To train eligible service providers we will continue to hold quarterly ITA provider meetings, with special sessions called when needed. Topics address the Targeted Occupational List modifications, placement/graduation targets, MOUs, and the submission of progress and outcome reports. Palm Beach County has a diverse and responsive group of service providers who are both responsive and approachable when speaking to the training needs of our business community.

Procurement policies dictate how services outside the ITA program are approved. Some examples where this could apply are OJT, customized training, special projects and purchase orders. The career center operations staff is responsible for developing the work experience sites. This may include, but is not limited to, career consultants, business services consultants, managers and supervisors. CareerSource Palm Beach County may also receive inquiries from employers about our work experience program. Career center operations staff provides the potential work experience partner with a copy of the worksite agreement to complete and return to the particular staff person who initiated the worksite partnership. Staff reviews the Florida Department of State, Division of Corporations website (SUNBIZ) to determine if the employer has an active business license in Florida. The agreement is then reviewed by the appropriate program staff to ensure completeness and to attach a mastery skill set component as part of the agreement. The appropriate program director signs the agreement and forwards the original copy to CareerSource Palm Beach County’s administrative office for assignment of a contract
control number. The agreement is then reviewed and signed by CareerSource Palm Beach County’s President/CEO. The original agreement is retained in the administrative office and a copy is mailed to the partner. CareerSource Palm Beach County’s Contracts department notifies all career center staff that a new agreement has been executed and a copy has been placed online and is accessible by all career center staff. An email notification is sent by the Contracts Manager to all career center staff advising them that a new worksite agreement has been signed and a worksite spreadsheet (also accessible by all career center staff) is updated accordingly.

Activities and services not funded with ITA’s include On-the-Job training, customized training, and various grant awards for specialized populations.

ON-THE-JOB TRAINING
The processes for developing OJT sites and agreements for all job seekers enrolled in workforce programs are as follows:
1. OJT will be presented to an employer as “training by an employer that is provided to a paid job seeker while engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job.”
2. Potential employers will be approached to determine their willingness to participate.
3. Specific qualifying characteristics include for-profit, and not-for-profit organizations with the following exceptions:
   a. Any firm in violation of local, state, or federal labor laws.
   b. Any establishment or its affiliates where a strike, lockout, or other similar condition exists.
   c. Members of the CareerSource PBC Board of Directors may not engage in OJT contracts.
   d. An employer who has an OJT agreement and exhibited a pattern of failing to provide job seekers continued long-term employment as regular employees with wages and working conditions at the same level and to the same extent as similar situated employees.

On The Job Training (Special Projects) Programmatic Goals

| Increase the productivity of area business and the advancement of incumbent workers by promoting the customized training program in the five targeted industries | Promote customized training to additional employers |
| Increase the number of businesses in the five targeted industries utilizing the OJT program | Promote the OJT program to 100 employers |
| | Increase OJT agreements |
| | Encumber 25K in customized training dollars |
| | Encumber 100k in OJT dollars |

EMPLOYED WORKER TRAINING/CUSTOMIZED TRAINING
Employer Worker Training / Customized Training programs provide training funds to an employed worker who is currently working and has been determined to be in need of employment and service in order to obtain or retain employment that will allow for self-sufficiency. Employers can be required to provide documentation stating the employee will not be retained unless additional training or services are received.
NON-ITA FUNDED GRANTS
CareerSource Palm Beach County procures non-ITA funded grants for services through the RFP/RFQ process in accordance with our procurement policy. CareerSource Palm Beach County procurement activities are conducted in a manner consistent with the standards set forth in the 2 CFR Part 200, and all other applicable laws and regulations of the federal government and the state of Florida.

DISABILITIES PROGRAM
As previously referenced in Section E) Description of the Local One-Stop System, in the spirit of WIOA, CareerSource Palm Beach County is strengthening partnerships through a program to serve persons with disabilities. CareerSource Palm Beach County, Gulfstream Goodwill Industries, SouthTech Academy, Easterseals Florida, Palm Beach School for Autism, Vocational Rehabilitation, Blind Services, and Wounded Veterans Relief Fund, Inc. F/K/A Wounded Warriors of South Florida have come together to provide a seamless delivery system for persons with a disability with employment as a goal.

LOCAL LEVEL LAYOFF AVERSION INCUMBENT WORKER TRAINING
WIOA provides CareerSource Palm Beach County the opportunity to provide a locally funded Incumbent Worker Training (IWT) Program. CareerSource Palm Beach County partners with state and local economic development organizations, Chambers of Commerce and community based organizations to help identify businesses /industries in jeopardy of a potential lay off.

The purpose of IWT is only conducted with a commitment from an employer or group of employers to retain or avert the layoff of incumbent workers being trained. (CareerSource Florida Administrative Policy FG –OSPS 89) Employers must demonstrate a need for appropriate training which will allow existing workers to gain the necessary skills to operate new processes or technologies, employers may find necessary to lay off workers with obsolete skills. Skills training will contribute to the maintenance of employment or increase employment security by providing the trainee(s) with:

1. Higher level of occupational skills and job security
2. A nationally or industry recognized certificate provides mobility for the trainee should they wish to seek employment elsewhere
3. The potential of increased earnings to the employer
4. Training and strategies to improve efficiency of business operations.

Business Services staff conducts an in-person, customized needs assessment with businesses that:
1. Have been in operation (brick & mortar location) a minimum of one year prior to application date and current on all local, state and federal tax obligations
2. Are for-profit businesses
3. Have at least one full-time employee, apart from the owner
4. Have not received training grant(s) from CareerSource Palm Beach County during the last 12 calendar months.

Employers complete a grant application which includes the submission of a written statement as to the reason the business is requesting grant assistance. The statement includes the business circumstances surrounding the potential layoff and how the training will prevent or reduce the magnitude of the layoff. Applications are scored by the Business Services staff on a standardized rating based on the specific criteria on a point structure, i.e., size of business, businesses located in U.S. Department of Housing and Urban Development (HUD) Zones, layoff aversion, upgrading skills,
wage increases, and matching funds. Only those applications with a score of 80 points or higher will be considered for funding.

An incumbent worker is defined in the Training and Employment Guidance Letter (TEGL) 26-09 as "an individual who is employed, but does not necessarily have to meet the eligibility requirements for intensive and training services for employed adults and dislocated workers at 20 Code of Federal Regulation (CFR) 663.22 (b) and 663.31." Incumbent worker participants are required to complete a WIOA application and enter participation information into the state’s management information system. Incumbent workers must be at least 18 years of age, provide citizenship/right to work and compliance with Selective Service registration requirements. All eligibility documentation requirements apply to the IWT participant for federally mandated data validation.

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

CareerSource Palm Beach County ensures informed customer choice for the selection of training program regardless of training services by providing job seekers with:

a) Electronic WIOA application process along with program orientation, eligibility requirements and instructions for completion of the application.

b) Access to CareerSource Palm Beach County website for Labor Market Information (LMI), Regional Targeted Occupations List (RTOL), local Consumer Report Card (Attached F1), approved courses and Eligible Training Provider List (ETPL).

c) Career consultants suggest applicants visit with the training provider of choice to explore the program of interest and ask any questions they might have of the training provider. Applicants are advised to visit several training providers on the ETPL to make an informed choice.

d) Assessments (Kenexa ProveIT and BestWork Talent Identifier) are provided as needed.

e) Applicants are provided a one-on-one meeting with a career consultant to discuss their choices and begin the enrollment process.

f) Payment vouchers are issued upon completion of the enrollment process.

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

CareerSource Palm Beach County awards Individual Training Accounts (ITA)’s to applicants who meet WIOA eligibility. Applicants must be 18 years of age or older; be a citizen or noncitizen authorized to work in the U.S.; meet Military Selective Service registration requirements (males), and be suitable for training based on training funds availability. Training must be for an occupation listed on the Regional Targeted Occupations List (RTOL) for Palm Beach County. Quick links for the Regional Targeted Occupations List, Training Programs and Courses, as well as a list of approved training providers in Palm Beach County are provided on the CareerSource Palm Beach County website.
A. Describe any ITA limitations established by the board;

CareerSource Palm Beach County Board established ITA limitations:
- ITA's provided to WIOA eligible applicants must be 18 years of age or older; be a citizen or noncitizen authorized to work in the U.S., meet Military Selective Service registration requirements (males) and suitable applicants
- Occupational Skills Training for occupations on the RTOL
- Up to an associate of science degree (2 year degree)
- Training by board/state approved training providers

B. Describe any exceptions to the use of ITAs.

CareerSource Palm Beach County ITA use exceptions are training programs that are not required to be on the RTOL and the training provider is an employer or chosen by an employer:
- On-the-Job Training program enrollment - as stated in CareerSource Palm Beach County Local SOP PO-093 Release 06 (Attached F3)
- Employed Worker Training (EWT) / Customized Training employer eligibility as per local EWT Guidelines PY15 -16. (Attached F4)
  - Businesses that have been in operation a minimum of one year (brick & mortar location), and be current on all local, state and federal tax obligations.
  - Businesses must be a for-profit located in Palm Beach County.
  - Must have at least one regular (W2) full-time employee, apart from the owner.
  - Businesses that have not received EWT funding for 1 or more previous program years.
- Employed Worker Training / Customized Training
- Registered Apprenticeship programs
- Internships
Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)).

Entrepreneurship drives the majority of Palm Beach County’s job creation and innovations. Supporting entrepreneurship is an employment strategy that leads to economic self-sufficiency for our local community. CareerSource Palm Beach County works with higher education institutions and community partners to provide the tools entrepreneurs need for idea generation, business model proof of concept and company launch. Through instruction, guest speakers, coaching & mentoring, available courses serve those who are considering starting a business, owners of existing businesses and those with successful companies that want to grow and expand.

CareerSource Palm Beach County collaborates with Florida Atlantic University, Palm Beach State College, Lynn University, Keiser University, FAU Tech Runway, and the Institute for Entrepreneurship, Service Corps of Retired Executives (SCORE) to develop educational curriculum focused on building portfolios of products and services. All partners interact through the process to define markets to sell into, identify competitors, understand the risks/opportunities, assemble a management team, define where operations will exist, establish capital requirements and generating a financial snapshot of the business.

In addition, business incubators are available to sprouting entrepreneurs across Palm Beach County. These facilities offer a combination of structured mentoring, shared facilities and a pool of local resources that provide an environment to grow startup businesses. The Research Park at Florida Atlantic University, Paragon Systems and others offer resources specifically designed to cater to the needs of entrepreneurs looking to grow their business.

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

Apprenticeships are an important part of Florida Governor Ron DeSantis’ vision for making Florida No. 1 in workforce education by 2030 and our new pre-apprenticeship programs are the latest examples of innovative solutions we are pursuing with local employers and educational partners to address demand for skilled talent. This year, CareerSource Palm Beach County was awarded grant in aviation, aerospace, engineering and marine pre-apprenticeships in collaboration with two neighboring CareerSource regions. More than a dozen employers participate in these pre-apprenticeship programs. These new programs are in addition to others in the high-demand fields of information technology, construction, healthcare and hospitality. During the past five years, assisting these companies has created more than 13,000 jobs with average salaries greater than $68,000.

CareerSource Palm Beach County is keenly aware of how the effective use of registered apprenticeships (and those modeled after the same concepts) can enhance outcomes for individual career seekers and the community at large. To that end, seven apprenticeship and seven pre-apprenticeship programs (primarily in the skilled trade sector) are included in the organization’s list of WIOA-eligible training programs. In addition, the apprenticeship “concept” (i.e. technical skills training combined with employer-designed occupational training and incremental career advancement) is utilized in special projects such as the GGHC (Gateway to Geriatric Healthcare), an employer-driven career pathway program that provides employment and credentials from Certified Nursing Assistant to Registered Nurse, and will be used in future sector-partnership initiatives. See the GGHC flowchart on the next page for a complete overview.
Aero-Flex - Aviation

CareerSource Brevard (CSB) in partnership and collaboration with CareerSource Palm Beach County (CSPBC) intend to replicate a very successful, employer-driven pre-apprenticeship program that has been proven to support industry needs in California. This unique training program provides a customized layer within the framework to allow each employer to design or ‘flex’ its own program, meeting not only needs of the industry but each participating employer. This USDOL approved pre-apprenticeship program is an employer-driven mode. The training included in the program will be
identified and agreed upon by each participating employer. Each employer will have the opportunity to review the skills and competencies currently identified in the existing program, but will be afforded the opportunity to provide feedback as to the skill sets that are missing from their talent pipeline. In addition, Aero-Flex has built and registered the first of its kind in the nation, DOL Registered Apprenticeship requiring a bachelor's degree in an engineering discipline. We will be working with Florida’s Registered Apprenticeship to bring this opportunity to the aerospace industry as well (Phase II).

MITEC – Marine

This initiative focuses on working with local marine businesses to establish a pre-apprenticeship and apprenticeship program and the development of a skilled workforce that will address the current lack of available talent. This will also assist in meeting our goals, as well as match the mission and vision of our workforce boards.

Scope:

- Focus on meeting the talent needs in our regional marine industry
- Recruit participation from the Marine Industry Association of Palm Beach County, Marine Industry Association of the Treasure Coast and their members
- Work with the Marine Industry Training and Educational Council (MITEC), a national standards of apprenticeship recipient through USDOL and ETA
- Screen and recruit 12 apprenticeship candidates into the program
- Focus: Composite Boat Builder, Composite Boat Builder Production and Marine Services Tech Life Sciences
Palm Beach County’s Business Development Board together with CareerSource Palm Beach County has been a part of collaborative meetings with Biotech, development, education and life science companies resulting in new economic opportunities for our community. Between 2018 and 2024, our community projects the emergence/relocation of 15-20 life science companies into South Florida which have been lured through the efforts of this partnership. The net result will be an additional 600 jobs to our region. With that in mind, a pipeline of talent needs must be cultivated through our high schools and colleges to meet these needs. In late 2019, CSFL has awarded a pre-apprenticeship program in life sciences to CSPBC. The grant will provide education of entry-level soft skills level training an introduction to lab safety, and manufacturing. The apprenticeship skills the grant will afford the student to learn skills designed to incorporate the OJT more specific skills based trainings in lab techniques, manufacturing of products.

(14) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, work-based training, industry and sector strategies, career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board’s vision and strategic goals described in Section III WIOA §134(c).

Virtual Career System®

Unique in Florida and most of the nation -- the Virtual Career System®, a user-friendly web portal available 24/7 to guide job seekers through their job search campaign, connect employers with talent and business solutions, and introduce young adults to career pathway tools. The system, also known as the VCS®, was developed and launched by CareerSource Palm Beach County, and now is available to county residents, educational institutions, and all 24 workforce regions statewide. With the VCS®, clients can build a resume, use career exploration tools, apply for jobs through the online state jobs database Employ Florida, contact programs for training opportunities, research employers, and explore learning resources on-line without ever leaving home. We have presented the VCS® to local, state, and national organizations, including Florida Department of Economic Opportunity, CareerSource Florida, Florida Department of Education, Florida Division of Blind Services, Florida Division of Vocational Rehabilitation, Florida Economic Development Council, and the National Association of Workforce Boards. The VCS® is available on our homepage at: www.careersourcepbc.com.

The Virtual Career System® provides workforce services to clients that may have limited mobility; language barriers (Google translator for 91 languages), closed-caption for the hearing impaired, or for job seekers who find it challenging to travel to one of our career centers. The VCS® is available online 24/7, for job seekers or businesses that find it difficult to use our services during normal business hours. The system is not intended to be a replacement for the services provided at a career center, but is intended to supplement and enhance the services available.
VCS® views have exceeded 70,000 since its implementation. Next steps to expand the system include the addition of the following features:

- Login system for user tracking
- Career pathway tools and features
- Programmatic information
- Learning management system

Other plans for expansion and improvement of the Virtual Career System® include a resume builder, a user dashboard, and an interactive interview tool.

Customer Relationship Manager
Following the development of our own Customer Relationship Manager (CRM) to track market penetration, account management, territory management and individual and team staff production, the state purchased Salesforce CRM for use statewide. CareerSource Palm Beach County also is a key driver in the development of a Business Service Sales Toolkit that is used in Florida’s regional network for sales planning/processes, territory management and outcome reporting.

Talent Matching Model
CareerSource Palm Beach County is the first in the state (and one of only a handful of workforce regions in the nation) to implement this innovative tool to identify and refer candidates with the best skills and talent to employers.

The process begins with determining the employer’s talent needs. The next step is a state-of-the-art career assessment designed for each management and education level i.e., Ph.D. for job candidate from entry level to the C-Suite. Our Business Services Unit, a team of Industry specific recruiters, identifies the best candidate based on preferred style of skill and behavior saving time on the front end of the interview process. The final step is referring the best qualified talent to the employer.

A key process used in identifying talent is “talent cloning” – identifying people in the company that are successful (top performers) in the position and fit within the company’s culture; we call this determining the “clone.” We also assess other talent not considered to be the top talent to determine the gap analysis between the two factors. We provide the same level of talent or better to fill the companies staffing requirements. The assessment also examines speed of thinking, rate of learning new material, decision-making process, attention to detail and other desirable traits.

Improving Employment and Economic Development in the Glades Communities
Serving the critical needs of our Glades communities of Belle Glade, Pahokee and South Bay located in western Palm Beach County that have one of the nation’s highest poverty and unemployment rates. The area is geographically and economically disconnected from the thriving business communities located 50 miles east along the Palm Beach County coast. The Glades communities historically have had among the highest unemployment rates in the nation and were particularly hard hit by the Great Recession.

CareerSource Palm Beach County operates a career center in Belle Glade, the most populous city in this area, and plays a leading role in collaborative efforts to increase employment and economic development there. Well ahead of WIOA mandates, CareerSource Palm Beach County convened and facilitated programs between employers, communities and educational institutions, such as the county school district and Palm Beach State College, the Business Development Board and Lake Okeechobee Regional Economic Alliance.

While the population in the Glades communities is less than 3 percent of the county at large, about 20 percent of CareerSource Palm Beach County’s total budget, including 12 percent of training funds, goes to serving the Glades communities. This year, we assisted the Palm Beach County mayor and our community partners in obtaining a $1.5 million state grant to support training and employment opportunities in the Glades communities.

During the past five program years, CareerSource has helped place more than 8,200 Glades area residents into jobs and provided $1.6 million in training funds to local employers and residents. As a result of these and other collaborative efforts, area unemployment has been reduced by 40 percent during the past 5 program years. The success of these efforts was highlighted in testimony to the Congressional Rural Caucus by NAWB President Ron Painter in 2019 and in receiving the U.S. Dept. of Agriculture’s Community Development Award/Rural Community of the Year.

West Career Center Strategic Goals

Continuing to provide one-stop service delivery within Central Palm Beach by:

- Obtaining new office building location in Belle Glade to provide services to community.
- Afford space for additional community partners in order to provide wrap-around services for clients.
(15) Service Provider Continuous Improvement: Describe the local board’s efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job seekers (WIOA §108(b)(6)(A)).

To ensure that providers are performing adequately, CareerSource Palm Beach County conducts monthly performance reviews, the results of which are available on our website detailed in the
Consumer Report Card (Attached F1). In terms of performance the training provider contracts have established two performance measures: the total number of participants who complete a course and obtain the related credential, and the total number of participants who complete a course and obtain a training related job placement within 180 days of course. The evaluation period used to determine if a course met the completion rate is January 1st through December 31st. The population captured in the evaluation includes those participants who received ITA funds (regardless of Program Year), and who completed course/program requirements or were dropped from a course/program during the evaluation period.

To ensure that providers we do business with are helping meet the needs of local employers CareerSource Palm Beach County creates a Regional Targeted Occupation List (RTOL). The RTOL is developed by utilizing various sources for labor market information as well as candid discussions with local employers. From a programmatic side, we obtain feedback from our training providers as to what employers are telling them. From an industry relations side, information from companies helps us determine what occupations are growing in demand. Together, we work with partners or individually to poll/survey companies to confirm whether specific occupations should be considered for placement on the list.

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

Every youth and young adult that enrolls in CareerSource Palm Beach County's WIOA youth program must participate in our five-week structured work readiness training. We have integrated WIOA's 14 required program elements within the framework of Career Prep. Once program participants complete the five-week training, they move on to one-on-one coaching to prepare for enrolling in higher education or seeking a career path.

1. Youth are offered paid and unpaid work experiences that have an academic and occupational education component, including internships, summer employment, job shadowing, and on-the-job training.

2. Program participants who are basic skills deficient are provided with several online, self-paced remediation websites and encouraged to participate in self-improvement. Academic remediation is also provided as part of the Career Prep curriculum via financial literacy (math skills) activities and literacy block (reading skills). In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, we will competitively procure youth program elements consisting of tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
3. As part of a new WIOA partnership with the School Board of Palm Beach County, youth who are high school dropouts can access alternative secondary school services and GED preparation and testing on site at CareerSource Palm Beach County. This aligns with the goal to increase the number of youth who attain a diploma.

4. Youth participants are exposed to leadership development opportunities, including community service and peer-centered activities that encourage positive social and civic behaviors.

5. Supportive services, such as bus passes, gas cards, clothing vouchers, and childcare enable youth to reduce barriers in their life. Support services are viewed individually to enable clients to participate in education/training activities identified in their Individual Service Strategy (ISS).

6. Youth career consultants act as adult mentors for the duration of at least 12 months that may occur both during and after program participation. They provide ongoing guidance and career advice and are available to youth Monday through Friday 8am-5pm.

7. Follow-up services are offered for not less than 12 months after the completion of participation.

8. Career Prep offers financial literacy education (in alignment with WIOA requirements). The “Personal Finance: A Lifetime Responsibility” textbook provides our young adults information on a variety of financial topics such as: financial planning, budgeting, checking accounts, savings plans, purchasing decisions, and credit and debt. This valuable curriculum teaches our youth to use critical thinking skills, review terminology, interpret the main ideas, and practice math.

9. CareerSource Palm Beach County youth are exposed to industry speakers who address what it takes to start and own your own business. Businesses like Service Corps of Retired Executives (SCORE) Palm Beach County, work with us to offer valuable internships to our young adults. SCORE is a nonprofit association dedicated to educating entrepreneurs and helping small businesses start, grow, and succeed nationwide. SCORE is a resource partner with the U.S. Small Business Administration (SBA) and has been mentoring small business owners for more than 40 years. Entrepreneurial skills’ training aligns with WIOA requirements.

10. VirtualJobShadow.com offers our youth the tools to access labor market information, career exploration, college searches, free assessments, resume builder, and industry expert videos.
11. CareerSource Palm Beach County offers scholarships (Individual Training Accounts) to eligible youth. Scholarships are awarded based on applicant suitability, eligibility and the availability of training funds. Training must be for an occupation listed on the Regional Targeted Occupations List for Palm Beach County. The youth program promotes post-secondary training in high demand, high-wage industry sectors.

12. College tours and industry expert speakers help youth prepare for and transition to postsecondary education and training.

13. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referrals, are provided.

14. Education is offered concurrently with workforce preparation activities and training for a specific occupation or occupational cluster which lead to post-secondary credentialing (hospitality training and vocational prep programs offered at CareerSource Palm Beach County).

Current recruitment efforts have successfully resulted in a large number of out-of-school youth (to align with WIOA requirements). To assure that we can serve them effectively, we focus on quality service delivery and helping participants to attain their educational and employment goals. We are planning to work more intensely with this population to provide them with quality post-secondary educational opportunities and employment assistance. We collaborate with local partners to conduct a comprehensive assessment of existing community resources that serve out-of-school youth in order to identify duplication and gaps. Several of these local partners have helped us with our recruitment efforts and assisted us in reducing barriers for the young adults who enter the program.

CareerSource Palm Beach County focuses on ten different industry sectors that employ our youth and young adults. A large percentage of our youth are hired in professional, hospitality, and retail industries. Over the next four years, we plan to increase our job placements in the area of IT, health, and life science. This will help us reach our goal of providing high wage jobs for our young people.

A. Define the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.”

Describe how the local board defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 C.F.R. §681.290).

CareerSource Palm Beach County conducts a two-day orientation (Career Prep Challenge) for all youth that includes an eligibility and suitability review. This allows us to assess the youth and determine their ability to function on the job. We use CASAS to test their basic skills, specifically in reading and math. CASAS can also quickly assess skills for training and employment, or determine readiness to take the high school equivalency exam.

In addition to CASAS, we use the BestWork DATA™ assessment tool to evaluate our candidates. With a simple 25-minute online experience, BestWork DATA™ measures the hard-wired traits and
abilities that determine how a person thinks, learns and behaves. These same factors determine how a person delivers specific job behaviors or if they are suited for certain occupations. BestWork DATA™ is a thought leader in the new world of performance information. Founded on 20 years of experience in the assessment market with leadership in instrument development and technology, BestWork uses the latest assessment technology to measure hard-wired traits and abilities of employees of job seekers. That data is then converted into easily understood information that is designed to assist the career consultant, the job seeker and the potential employer. This instrument translates the broad elements of a typical job description into measurable components, and provides easy to understand performance potential. It examines cognitive ability, the speed of thinking, how readily new material is learned, and how quickly underlying patterns are recognized and decisions are made. Additionally it analyses how the individual approaches work; such as attention to detail, following rules, how friendly they are when dealing with others, and team involvement.

B. Define “requires additional assistance.”

Describe how the local board defines the term “requires additional assistance” used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).

CareerSource Palm Beach County has identified these WIOA youth barriers and their definition:

- Lacks transportation: the youth’s low income status and declaration that they are unable to arrange for and afford transportation costs.
- Lacks childcare: the youth is a parent and lacks the financial means or the support of a family member to provide childcare which prevents the youth from working or going to school.
- Need for academic remediation: the youth has low CASAS scores (lower than a ninth grade level) or current school records that indicate an immediate need for academic tutoring.
- Criminal history: the youth has a court record of criminal behavior that presents a barrier to future employment.
- Lacks independent living skills: the youth currently resides in foster care or did in the past; or has an unstable living situation.
- Lacks job skills: the youth lacks basic work maturity skills (professionalism, punctuality, interviewing skills, social skills, etc.)

Need for supported employment: the youth has a history of problematic work experiences and needs support in job retention.
Describe the process used, in accordance with the five criteria below, to provide an opportunity for public comment and input into the development of the local plan:

(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) Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).

(3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

(4) Describe efforts to coordinate with other workforce partners to obtain input into the development of the plan.

(5) Include, as an attachment with the plan to the Governor, any comments expressing disagreement or offering recommendations for continuous improvement, the LWDB's response to those comments, and a copy of the published notice (WIOA §108(d)(3)).

To ensure an open forum for the community to offer feedback, we provided an opportunity for the public to specifically address our comprehensive four-year plan's two-year addendum. As such, public notice was published February 1, 2018 through March 2, 2018 on the CareerSource Palm Beach County website, which provided 30 days' notice to review and comment on the plan (Attachment H1). A full draft copy of our plan and attachments was posted on our website. At the close of the public comment period any public comments submitted to or received by CareerSource Palm Beach County will be addressed in the final comprehensive four-year plan's two year addendum.
This plan represents the efforts of CareerSource Palm Beach County to implement the Workforce Innovation and Opportunity Act in the following counties:

- Palm Beach County

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

Workforce Development Board Chair  
Signature

Chief Elected Official  
Signature

Mr. David Talley  
Board Chair

Mayor Dave Kerner  
Chief Elected Official

3/15/20  
Date

03/19/20  
Date

ATTEST:  

2020-2024 Strategic Plan
Motion and Title: Staff Recommends Motion to Approve an Interlocal Agreement creating the Palm Beach Workforce Development Consortium, authorizing the execution of such other documents as may be necessary to complete the transactions contemplated hereby and providing an effective date.

Summary: Workforce Alliance, Inc. (Alliance) currently operates as the County's administrative entity pursuant to the Palm Beach County Local Elected Officials (PBC LEO) Agreement #R2004-0838 dated April 13, 2004 through June 30, 2008, to provide policy guidance for implementing and exercising oversight with respect to job-training activities under the Workforce Innovation Act of 2008 (Florida Statutes, Section 465) and the Workforce Investment Act of 1998 (P.L. 105-222). The PBC LEO Agreement designates Alliance as the fiscal agent, grant recipient and administrative entity to administer the Workforce Investment Act (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), Wagner- Peyser Act (WPA) and such other funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida.

Under the new interlocal Agreement, Alliance will continue to act as the fiscal agent, grant recipient and administrative entity for those funding sources and workforce development activities. Execution of the interlocal Agreement will supersede the PBC LEO Agreement #R2004-0838.

The Interlocal Agreement empowers the Palm Beach County Board of County Commissioners to appoint 17 (85%) of their respective number of private sector members to the Alliance Board of Directors. Additionally, the Interlocal Agreement provides for the Palm Beach County Board of County Commissioners to terminate their participation in the Interlocal Agreement by sending a 60-day written notice.

Background and Policy Issues: Public Law 105-220, WIA, enacted by the Congress of the United States, effective August 1998 established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County.

The State of Florida's Workforce Development Board ("WDB"). Workforce Florida, Inc. (WFI) was created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas. The County of Palm Beach has been designated by the Governor of the State of Florida as a Workforce Development Region (Region 21).

A ready available workforce of skilled workers is mandatory to attract new businesses to the region and to retain and expand existing businesses which will increase the wealth of the region, support sustainable economic development, ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the region's economic future. The WIA of 1998 allows that an agreement may be entered into between the general purpose governmental jurisdictions which comprise the workforce development investment area. The governing body of the County of Palm Beach desires that it be included in regional workforce development initiatives to allow its businessnes and citizens of the benefits of Florida's workforce development strategy and potential funding sources.

The above governing body in the WDB Region 21 has come together with the cities of Palm Beach Gardens, South Bay and Delray Beach to form the Consortium to carry out their separate and independent functions in a coordinated and cooperative fashion.

Attachment:

1. Interlocal Agreement Creating the Palm Beach Workforce Development Consortium

Recommended by: [Signature]
Department Director: Date: 6-28-07

Approved By: [Signature]
Assistant County Administrator: Date: 6-1-07
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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<th>Fiscal Years</th>
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<td>External Revenues</td>
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<tr>
<td>Program Income (County)</td>
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<tr>
<td>In-Kind Match (County)</td>
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NET FISCAL IMPACT As Alliance is designated as the grant recipient and administrative entity in the Intergovernmental Agreement there is no fiscal impact.

No. ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund ____ Department ____ Unit ____
Object ____ Reporting Category ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THE SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)
July 16, 2007

Ms. Kathryn Schmidt  
Workforce Alliance, Inc.  
326 Fern Street, Suite 301  
West Palm Beach, FL 33401

RE: INTERLOCAL AGREEMENT

Dear Ms. Schmidt:

At the July 10, 2007, the Board of County Commissioners approved the Interlocal Agreement with created the Palm Beach Workforce Development Consortium.

As you have requested, I have attached the three (3) originals for you to distribute to the following municipalities:

- The City of Delray Beach
- The City of Palm Beach Gardens; and
- The City of South Bay

I have also attached one (1) copy of the Interlocal Agreement for your files. If you have any further questions, please feel free to contact me at 561-355-2428.

Sincerely,

Sandra L. Smith  
Executive Assistant

Attachments

sls
INTERLOCAL AGREEMENT CREATING
THE
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

This Agreement, to create the Palm Beach Workforce Development Consortium ("Consortium") is made and entered into pursuant to the authority under Section 163.01, Florida Statutes, by and between Palm Beach County and the Cities of Delray Beach, Palm Beach Gardens, and South Bay, all of the State of Florida, each passing resolutions to that effect.

WITNESSETH THAT:

WHEREAS, Public Law 105-220 enacted by the congress of the United States effective August 1998, which Act is known as the Workforce Investment Act ("WIA"), established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County; and,

WHEREAS, the State of Florida's Workforce Development Board ("WDB") Workforce Florida, Inc. (WFI) created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas; and

WHEREAS, the County of Palm Beach has been designated by the Governor of the State of Florida as a Workforce Development Region (Region 21); and,

WHEREAS, the Workforce Investment Act of 1998, allows that an agreement may be entered into between the general purpose governmental jurisdictions which comprise the workforce development/investment area; and

WHEREAS, the governing body of each of the parties to this Agreement desire that its county or city be included in regional workforce development initiatives to avail its businesses and citizens of the benefits of Florida's workforce development strategy, including those programs funded through the Workforce Investment Act of 1998 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida Workforce Innovation Act of 2000 FWIA), and such other funding sources as may be available to support workforce activities.

WHEREAS, the above governing bodies in the WDB Region 21 have come together to form the Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion; and

WHEREAS, a readily available workforce of skilled workers is mandatory to attract new businesses to the region and to retain and expand existing businesses which will increase the wealth of the region, support strong economic development, ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the region's economic future.
WHEREAS, the Consortium intends to establish an independent district with no taxing or bonding authority to enhance local workforce development activities in Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations contained herein and for other good and valuable consideration, the parties agree and understand as follows:

1. ESTABLISHMENT OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

a. Is hereby established a multi-jurisdictional consortium hereinafter called the "Palm Beach Workforce Development Consortium" or "Consortium" for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the Workforce Investment Act of 1998 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida Workforce Innovation Act of 2000 (FWIA), and such other funding sources as may be available to support workforce activities.

b. The Consortium shall consist of four (4) members. The Chairman of the Board of County Commissioners of Palm Beach County shall serve as that County’s representative on the Consortium; however, the Board of County Commission Chairman may appoint a replacement member of the County Commission to the Consortium and any such Commissioner shall have full voting rights and privileges. Likewise, the Mayor of the City of Delray Beach, the Mayor of the City of Palm Beach Gardens, and the Mayor of the City of South Bay shall serve as those cities representatives on the Consortium; however the Mayors may appoint any member of their respective City Councils to the Consortium and any such Council Member shall have full voting rights and privileges in accordance with "Attachment 1 Workforce Alliance, Inc. Board Composition" of this Agreement.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city of the State of Florida and as such is a general-purpose political subdivision, which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of County Commissioners</td>
<td>301 North Olive Avenue</td>
</tr>
<tr>
<td>Palm Beach, Florida</td>
<td>West Palm Beach, FL 33401</td>
</tr>
<tr>
<td>Mayor, City of Delray Beach</td>
<td>100 NW First Avenue</td>
</tr>
<tr>
<td>Delray Beach, Florida</td>
<td>Delray Beach, FL 33444</td>
</tr>
<tr>
<td>Mayor, City of Palm Beach Gardens</td>
<td>10500 North Military Trail</td>
</tr>
</tbody>
</table>
Palm Beach Gardens, Florida
Mayor, City of South Bay
South Bay, Florida

Palm Beach Gardens, FL 33410

35 SW 2nd Ave
South Bay, FL 33493

3. CONSIDERATION

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereof, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. GEOGRAPHICAL AREA TO BE SERVED BY THIS AGREEMENT

a. The geographical area to be served by this Agreement is the combined geographical area of each of the four members' county area and city limits that are parties to this Agreement, whose geographical areas are contained in the legal description found in Chapter 7, Florida Statutes.

b. Pursuant to the designation by the Governor, the four members constituting the Palm Beach Workforce Development Consortium and Workforce Alliance, Inc. shall be the WDB Region as provided for in Section 116 of Title 1 of the WIA, PRWOR, WP, FWIA and Florida’s workforce development initiatives as designated by WFI and the Governor for the geographical area covered by this Agreement.

5. FEDERAL AND STATE REQUIREMENTS

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing programs under WIA, PRWOR, WP, and the Workforce Florida Act programs as well as any other rules and regulations both State and Federal, applicable to these initiatives.

6. CREATION OF ADMINISTRATIVE ENTITY

The Consortium, pursuant to Section 163.01(7) of the Florida Statutes will employ staff which comprise Workforce Alliance, Inc. and the Workforce Alliance One-Stop Advisory Committee to operate and implement workforce programs including one-stop direct services as well as related programs in the workforce development area (Region 21).

7. JOINT UNDERSTANDING

The terms and conditions, which follow, reflect the joint understanding between the parties.
8. MEMBERSHIP

a. The Consortium shall consist of the four (4) member governments represented by elected officials designated to serve by their respective Commission, or Council. The elected official may designate an alternate to serve in the elected official’s absence. The alternate shall also be either the chief elected official or an elected official to the Commission, or Council of the member government.

b. The officers of the Consortium shall include a chair and a vice chair. These officers shall be elected from among and by the membership of the Consortium for a term of one year, consistent with the state fiscal year, but shall hold office until their successors are duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

a. To appoint the members of Workforce Alliance Inc. in accordance with the WIA, FWIA, and Attachment 1 of this Agreement. The Workforce Alliance Inc. Board shall consist of 35 members as provided for under the Workforce Investment Act, and the Florida Workforce Innovation Act.

i. As per Attachment 1 each unit of local government will appoint their respective number of private sector members to the Workforce Alliance, Inc. board of directors as listed in Attachment 1. Mandatory appointments will be approved by the Consortium.

ii. The Consortium may add individual organizational representatives to the membership of Workforce Alliance Inc. Board of Directors as provided for under the WIA and the FWIA, provided that sufficient additional private sector appointments are made to assure a 51% private sector majority.

iii. Nominations to Workforce Alliance Inc. Board of Directors shall be made in accordance with the WIA, FWIA and such instructions as may be received from the Governor of the State of Florida.

b. To designate Workforce Alliance, Inc. as the fiscal agent, grant recipient and administrative entity to administer WIA, PRWOR, Wagner-Peyser Act and such other funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida as chartered by WFI. The Board of County Commissioners can review this section (9b) on an annual basis and amend it as described under section 15 of this agreement.
c. To enter into agreements with each other regarding the workforce development area, including the selection of one of the parties to the agreement to serve as the chief elected official for the area.

d. To determine the procedures for the development of the workforce investment plan as described in Section 117 of the WIA and the strategy to implement Florida’s workforce development initiative within the area designated in Section 4 of this Agreement.

e. Together with Workforce Alliance, Inc., to approve the workforce development plan for the Region and modifications thereto.

f. To provide oversight and guidance in conjunction with the Workforce Alliance Inc. Board of Directors.

g. To accept responsibility for compliance and accountability for State and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as currently exists.

h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIA, PRWOR, WP, and FWIA.

i. To establish an independent special district (to create through an interlocal agreement offering staff the ability to participate in the Florida Retirement System), with no taxing or bonding authority, to enhance workforce development activities in Palm Beach County, Florida.

10. MEETINGS

a. The Chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The Vice Chair shall preside in the absence of the Chair and shall have the power to exercise and perform all duties of the Chair.

b. Meetings shall be held at least twice annually.

c. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

d. A quorum at any Consortium shall consist of any Three (3) members or their designated alternates. A quorum is required to transact Consortium business.

e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.
11. FINANCIAL SUPPORT

a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department of Labor or the United States Department of Health and Human Services for the following programs: the Workforce Investments Act, the Personal Responsibility and Work Opportunity Reconciliation Act, the Wagner-Peyser Act or other Workforce Development, Welfare Legislation or related grants provided by Workforce Florida, Inc. or through any other Federal, State or Local source. In addition, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.

b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIA, PRWOR or WP, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude units of local government from expending funds under their jurisdiction on workforce development programs.

c. The Consortium is a governmental entity as defined in Chapter 768.28 Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Consortium for which sovereign immunity is applicable. Nothing herein shall be construed as consent by a member of the Consortium as a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this or any other contract, this agreement or any part thereof. The Consortium shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State Workforce Development programs.

d. The Consortium shall purchase insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from any liability, which may attach due to its operation of WIA, PRWOR, WP or other Federal or State workforce development programs.
12. POWERS DELEGATED TO THE CONSORTIUM

The Consortium shall make all policy decisions except those which must be made in partnership with the Workforce Alliance Inc. pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to those powers enumerated at Section 163.01(5), (6), and (7) of the Florida State Statutes, such as, but not limited to:

a. The power to appoint a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 of the Florida State Statutes, Sections 163.01(7) (b). The initial designation shall be the Workforce Alliance, Inc.

b. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done accordance with the Florida Statutes, and Federal OMB Circular A133.

c. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.

d. Authorization of the Consortium Director who shall also be the President and CEO of Workforce Alliance, Inc., to negotiate, enter into and execute agreements following the approval of Workforce Alliance, Inc. Board policy as appropriate to carry out the operational and administrative requirements and functions of the strategic plan and for day to day operations.

e. Authorization of the said Consortium Director to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the Workforce Alliance, Inc. Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.

f. Authorization of the said Consortium Director to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.

g. Authorization of the said Consortium Director to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and or the Workforce Alliance Inc. as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and Workforce Alliance Inc. for ratification by the appropriate entity. All such contract, purchasing and expenditures shall be in accordance with established rules and governing State and federal policies and circulars.
h. The manner in which funds shall be disbursed or paid by the administrative entity charged with operating the programs of providing services contemplated by this Agreement which is Workforce Alliance, Inc.

i. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and State rules.

j. The disposition, diversion or distribution of any property acquired.

k. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.

l. The manner in which staff shall be employed to carry out and serve Consortium and Workforce Alliance, Inc. objectives.

m. The appointment of the Director of the Consortium upon recommendation of Workforce Alliances Inc., and authorization of the Workforce Alliance, Inc. President and CEO to draft personnel rules and policies which shall be approved by the Consortium upon recommendation of the Workforce Alliance Inc. and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Consortium and Workforce Alliance, Inc. The Workforce Alliance, Inc. President and CEO shall be responsible for the hiring and termination of staff in accordance with those policies.

i. Every other year a pay and classification study shall be initiated by the Workforce Alliance, Inc. President and CEO through an independent third party in accordance with purchasing and procurement guidelines or through the Florida Workforce Development Association bi-annual salary survey which shall examine the responsibilities and salaries of the staff to assure that they meet community norms and that they are competitive so as to attract skilled personnel to accomplish the purposes of the Consortium and Workforce Alliance, Inc.

ii. A committee of Workforce Alliance Inc. may be established to review and make recommendations for staffing, pay and classification studies and benefits for Consortium staff.

n. To develop procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state rules and regulations, and the Workforce Florida Inc./Agency for Workforce Innovation policies, rules and regulations.

o. Any other necessary and proper matters as they may arise and as agreed upon by the Consortium members and member governments.
13. SIGNATORY

The chair shall act as signatory for the Consortium. In the absence of the chair, any of the other members may sign for the Consortium in the chair’s stead.

14. ALL PRIOR AGREEMENTS

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

15. AMENDMENT

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. TERM; TERMINATION

This Agreement shall be automatically renewed annually without action of any party. Should any party to this Agreement wish to terminate their participation, a 60-day written notice shall be provided to all parties hereunder and to the President/CEO of Workforce Alliance, Inc., 326 Fern Street, West Palm Beach FL 33401. Notice must be given in writing sent by Certified United States Mail with Return Receipt Requested.

FOR:

Board of County Commissioners
Palm Beach, Florida

Mayor, City of Delray Beach
Delray Beach, Florida

Mayor, City of Palm Beach Gardens
Palm Beach Gardens, Florida

Mayor, City of South Bay
South Bay, Florida

301 North Olive Avenue
West Palm Beach, FL 33401

100 NW First Avenue
Delray Beach, FL 33444

10500 North Military Trail
Palm Beach Garden 33410

335 SW 2nd Ave
South Bay, FL 33493
17. CONSTRUCTION

This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Florida.

18. INVALID PROVISION/SEVERABILITY

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

19. WAIVER OF RIGHTS

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

[The remainder of this page is intentionally left blank.]
### Private Sector

**Appointed By:**

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<td>City of Delray Beach</td>
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<tr>
<td>City of Palm Beach Gardens</td>
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**Total Private Sector:** 20 (57%)*

### Mandatory Appointments**

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<td>Education</td>
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**Total Mandatory:** 15 (43%)

*Minimum of 51% required by Federal Law/State Statutes*

**Mandatory appointments by Federal Law/State Statutes**
Agenda Item No: 3A3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007 [X] Consent
[ ] Public Hearing
[ ] Regular
Department: Administration
Submitted By:

I. EXECUTIVE BRIEF

Motion and Title: Staff Recommends Motion to approve execution of the first amendment to the Interlocal Agreement creating the Palm Beach Workforce Development Consortium, authorizing the execution of such other documents as may be necessary to complete the transactions contemplated hereby; and providing an effective date.

Summary: Public Law 105-220 enacted by the Congress of the United States effective August 1998, which Act is known as the Workforce Investment Act ("WIA"), established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County.

The State of Florida's Workforce Development Board ("WDB") Workforce Florida, Inc. (WFI) created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas. The County of Palm Beach has been designated by the Governor of the State of Florida as a Workforce Development Region (Region 21).

Background and Policy Issues: Workforce Alliance, Inc. (Alliance) currently operates as the County's administrative entity pursuant to Interlocal Agreement #R2007-1220 dated July 10, 2007 to provide policy guidance for implementing and exercising oversight with respect to job training activities under the Workforce Innovation Act of 2000 (Florida Statutes, Section 455) and the WIA. The Interlocal Agreement #R2007-1220 designates Alliance as the fiscal agent, grant recipient and administrative entity to administer such funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida.

The proposed first amendment to the Interlocal Agreement encompasses language that was requested by the Florida Department of Community Affairs which inserts language stating the requirements of the Independent Special District charter in accordance with Sections 189.416(1) and 189.418(1), Florida Statutes by adding sections "J" to Article 9. of the Interlocal Agreement.

Pursuant to the authority under Section 163.01, Florida Statutes Alliance respectfully requests approval by the Palm Beach County Board of County Commissioners authorizing the execution of the first amendment to the Interlocal Agreement Creating the Palm Beach Workforce Development Consortium; authorizing the execution of such other documents as may be necessary to complete the transactions contemplated hereby; and providing an effective date.

Attachment:

1. First Amendment to the Interlocal Agreement Creating the Palm Beach Workforce Development Consortium

Recommended by: [Signature] Department Director 8-14-07

Approved By: [Signature] Assistant County Administrator 8-17-07
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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<td>Program Income (County)</td>
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<td>In-Kind Match (County)</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

NET FISCAL IMPACT As Alliance is designated as the grant recipient and administrative entity in the Interlocal Agreement there is no fiscal impact.

No. ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund _______ Department_______ Unit Object _______ Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

_________________________ __________________________
OFMB Contract Dev. and Control

B. Legal Sufficiency:

_________________________
Assistant County Attorney

C. Other Department Review:

_________________________
Department Director
FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT CREATING
THE
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

WITNESSETH:

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, all of the State of Florida pursuant to the authority under Section 163.01, Florida Statutes, and each passing resolutions to that effect entered into an Interlocal Agreement Creating The Palm Beach Workforce Development Consortium.

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, wish to revise the Interlocal Agreement and insert language stating the requirements of the Independent Special District charter in accordance with Sections 189.416(1) and 189.418(1), Florida Statutes.

WHEREAS, the effective date of this First Amendment shall be August 1, 2007.

NOW, THEREFORE, in consideration of the mutual covenant and agreement expressed herein, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, hereby agree that the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium is amended as follows:

1. Insert and add the following "Section J." to "Article 9. DUTIES AND RESPONSIBILITIES OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM" of the Interlocal Agreement as follows:

   J. The following provisions for the requirements of the Workforce Alliance Independent Special District (ISD) Charter are provided herewith:

   a) The purpose of the ISD is to develop a readily available workforce of skilled workers which is mandatory to attract new businesses to the ISD and to retain and expand existing businesses within the ISD. This in turn will increase the wealth of the ISD, grow the economic "pie", ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the district's economic future.

   b) The powers, functions and duties of the ISD will not be used for the purpose of ad valorem taxation, bond issuance or other revenue-raising capabilities within the district. Nor will tax deeds and tax certificates for non-ad valorem assessments as well as liens or the foreclosure of liens be used. The budget and its approval as well as contractual agreements will be in parallel with the provisions set forth in this Interlocal Agreement.
c) The method of establishing the ISD is by this Interlocal Agreement between the governing bodies of Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens and South Bay, all located within the boundaries of Palm Beach County. The ISD shall be established by the concurrence and signing of all participants of this Interlocal Agreement.

d) The ISD Charter will be amended as required upon recommendation by any member of The Palm Beach Workforce Development Consortium/ISD providing thirty days written notice prior to a scheduled meeting of the members.

e) The membership and organization of the ISD will parallel that of The Palm Beach Workforce Development Consortium.

f) There will be no compensation for members of the governing board other than for travel and meeting expenses.

g) The administrative duties of the governing board are as follows:

- Determine the procedures for the development of the Workforce Investment Plan and the strategy to implement Florida's workforce development initiative within the ISD.
- Together with Workforce Alliance, Inc., to approve the workforce development plan for the ISD and modifications thereto.
- Provide oversight and guidance in conjunction with the Workforce Alliance Inc. Board of Directors.
- Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of the ISD.

h) The applicable financial disclosure, noticing, and reporting requirements will be followed as required by and in accordance with all applicable Florida Statutes for publicly elected officials, in accordance with Florida's Government-in-the Sunshine Law (FS Chapter 286) and reporting will be in parallel with The Palm Beach Workforce Development Consortium and Workforce Alliance, Inc. as required for federal and state reporting.

i) Members of the ISD governing board will be a duly elected County commissioner or a city Councilperson appointed to the ISD by their respective commission or council.

j) The ISD we be financed through the allocation of federal funds from the United States Department of Labor or the United States Department of Health and Human Services or through any other Federal, State or Local source. Other funds in the form of public and/or private grants or awards may be available from time to time.
k) The ISD will not tax, issue bonds, nor collect non ad valorem assessments, fees or service charges.

l) Planning to meet federal and state requirements is the submission of a strategic workforce development plan every two years which is process oriented in nature. Therefore, a local plan which will be tailored to the ISD and which will focus on the outcomes necessary to meet the goals and objectives of the ISD will be developed and reviewed on an annual basis.

m) The geographic boundary of the ISD is limited to the confines of the legal description of Palm Beach County Florida.

n) The creation of this ISD is consistent with local government approved comprehensive plans.

2. All other provisions of the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium and attachments thereto in conflict with this First Amendment shall be and are hereby changed to conform with this First Amendment. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with this First Amendment are still in effect and are to be performed as specified in the Interlocal Agreement.

[The remainder of this page is intentionally left blank.]
COUNTY OF Palm Beach

BY: Addie L. Greene, Chair
DATE: SEP 11 2007
ATTEST: Sharon R. Bock, Clerk & Comptroller

CITY OF DELRAY BEACH

BY: Rita Ellis, Mayor
DATE: 08/10/2002
ATTEST: Joseph Whipple, Deputy City Clerk

CITY OF PALM BEACH GARDENS

BY: Manuel A. Diaz, Mayor
DATE: 9/4/07
ATTEST: Manuel A. Diaz, City Clerk

CITY OF SOUTH BAY

BY: ________________ Mayor
DATE: 8-7-07
ATTEST: Virginia K. Walker

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, do herewith certify this to be a true and correct copy of the original filed in my office on SEP 11 2007.

Sharon R. Bock, Clerk & Comptroller
September 17, 2008

ATTN: Ms. Shannon LaRocque-Baas, Assistant County Administrator
Palm Beach County Board of County Commissioners
County Administration
301 North Olive Street
West Palm Beach, Florida 33401

Re: Executed Amendment 002 To Agreement R2007-1220
Creating The Palm Beach Workforce Development Consortium

Dear Ms. LaRocque-Baas:

Please find enclosed two fully executed originals of Amendment 002 to Agreement R2007-1220 between Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay. Please maintain this amendment with your records.

Should you have any questions concerning this matter please do not hesitate to contact our office. Thank you for your cooperation and assistance. We look forward to working with you and your staff.

Sincerely,
Sharon Brea
Director Contracts

Enc. (2)
September 17, 2008

ATTN: Ms. Patty Snider, City Clerk
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410

Re: Executed Amendment 002 To The Interlocal Agreement
Creating The Palm Beach Workforce Development Consortium

Dear Ms. Snider:

Please find enclosed a fully executed original of Amendment 002 to the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium between Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay. Please maintain this amendment with your records.

Should you have any questions concerning this matter please do not hesitate to contact our office. Thank you for your cooperation and assistance. We look forward to working with you and your staff.

Sincerely,
Sharon Brea
Director Contracts

Enc. (1)
September 17, 2008

ATTN: Mr. Brian Shutt
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

RE: Executed Amendment 002 To Agreement R2007-1220
Creating The Palm Beach Workforce Development Consortium

Dear Mr. Shutt:

Please find enclosed a fully executed original of Amendment 002 to the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium between Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay. Please maintain this amendment with your records.

Should you have any questions concerning this matter please do not hesitate to contact our office. Thank you for your cooperation and assistance. We look forward to working with you and your staff.

Sincerely,
Sharon Brea
Director Contracts

Enc. (1)
WITNESSETH:

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, all of the State of Florida pursuant to the authority under Section 163.01, Florida Statutes, and each passing resolutions to that effect entered into an Interlocal Agreement Creating The Palm Beach Workforce Development Consortium.

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, wish to revise the Interlocal Agreement incorporating language that was signed by Governor Crist pursuant to Senate Bill 428 which authorizes the designation of a Regional Workforce Board as a One-Stop Operator and Direct Provider of certain services by agreement of the Chief Elected Official and the Governor.

WHEREAS, the effective date of this Second Amendment shall be July 22, 2008.

NOW, THEREFORE, in consideration of the mutual covenant and agreement expressed herein, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, hereby agree that the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium is amended as follows:

1. Delete in its entirety “Article 6. CREATION OF ADMINISTRATIVE ENTITY” found on page 3 of the Agreement and replace with the below revised “Article 6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES”.

   6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES

   The Consortium, pursuant to Section 163.01(7) of the Florida Statutes and Senate Bill 428 will employ staff which comprise Workforce Alliance, Inc. as Administrative entity and the Direct Provider of Services to operate and implement workforce programs including One-Stop Direct Services and related programs in the Workforce Development Area (Region 21).

2. All other provisions of Agreement R2007-1220 Creating The Palm Beach Workforce Development Consortium and attachments thereto in conflict with Amendment 002 shall be and are hereby changed to conform with Amendment 002. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with Amendment 002 are still in effect and are to be performed as specified in the Interlocal Agreement.

[The remainder of this page is intentionally left blank.]
November 25, 2014

David H. Baker, Esquire
Alley, Maass, Rogers & Linsday, P.A.
340 Royal Poinciana Way, Suite 321
PO Box 431
Palm Beach, FL 33480

Re: Palm Beach Workforce Development Consortium - Third Amendment to Interlocal Agreement

Dear Mr. Baker:

Enclosed please find a certified copy of the Palm Beach County Board of County Commissioners Agenda Item Summary dated November 18, 2014, approving the Third Amendment to Interlocal Agreement (R2014-1650) along with four (4) original executed Agreements. Kindly distribute the Agreements to the appropriate parties.

If you have any questions, please do not hesitate to contact me.

Very truly,

Barbara S. Kennedy, MBA
Executive Assistant to Shannon R. LaRocque, P.E.
Assistant County Administrator

Enclosures

c: Tammy K. Fields, Esq., Chief Assistant County Attorney
   Steve Craig, CEO & President, CareerSource Palm Beach County
Meeting Date: November 18, 2014  [x] Consent  [ ] Regular
[ ] Ordinance  [ ] Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Third Amendment to Interlocal Agreement creating the Palm Beach Workforce Development Consortium (Consortium) (R2007-1220).

Summary: CareerSource Palm Beach County, Inc. currently operates as the County’s administrative entity to provide policy guidance for implementing and exercising oversight with respect to job training activities under the Workforce Innovation Act of 2000 (Florida Statutes, Chapter 449). The Interlocal Agreement designates CareerSource as the fiscal agent, grant recipient and administrative entity to administer such funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida. The Third Amendment adds the City of West Palm Beach as a Consortium member and establishes the Board of County Commissioners as Chief Elected Official (CEO) of the Consortium. Countywide (TKF)

Background and Justification: Public Law 105-220 enacted by Congress of the United States effective August 1998, which Act is known as the Workforce Investment Act (WIA) established a program to provide universal access to workforce development services for businesses and citizens of Palm Beach County.

The State of Florida’s Workforce Development Board CareerSource Florida created by the Legislature in 2000, has been designed by the Governor to take the lead in designing and directing Florida’s workforce development strategy.

Attachment:

1. Third Amendment to Interlocal Agreement Creating the Palm Beach Workforce Development Consortium

Approved by: Assistant County Administrator  Date

Sharon G.  10-29-14
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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Is Item Included in Current Budget: Yes ______ No ______

Budget Account No: __________________________

Reporting Category: __________________________

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: __________________________

III. REVIEW COMMENTS

OFMB Fiscal: __________________________

Contract Development & Control: __________________________

Legal Sufficiency: __________________________

Assistant County Attorney __________________________

Other Department Review: __________________________

Department Director __________________________

This summary is not to be used as a basis for payment.
THIRD AMENDMENT
TO
INTERLOCAL AGREEMENT CREATING
THE
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

This Third Amendment modifies the Interlocal Agreement that created the Palm Beach Workforce Development Consortium ("Consortium") and is made and entered into pursuant to the authority under Section 163.01, Florida Statutes, by and between Palm Beach County and the Cities of Delray Beach, Palm Beach Gardens, South Bay and West Palm Beach, all of the State of Florida.

WITNESSETH THAT:

WHEREAS, Public Law 105-220 enacted by the congress of the United States effective August 1998, which Act is known as the Workforce Investment Act ("WIA"), established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County; and,

WHEREAS, the State of Florida's Workforce Development Board ("WDB") CareerSource Florida created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida’s workforce development strategy and to designate Workforce Development Areas; and

WHEREAS, the County of Palm Beach was designated by the Governor of the State of Florida as a Workforce Development Region (Region 21); and,

WHEREAS, the Workforce Investment Act of 1998, allows that an agreement may be entered into between the general purpose governmental jurisdictions which comprise the workforce development/investment area; and

WHEREAS, the governing body of each of the parties to this Agreement desire that its county or city be included in regional workforce development initiatives to avail its businesses and citizens of the benefits of Florida’s workforce development strategy, including those programs funded through the Workforce Investment Act of 1998 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida Workforce Innovation Act of 2000 (FWIA), and other funding sources as may be available to support workforce activities; and

WHEREAS, the above governing bodies in the WDE Region 21 with the exception of the City of West Palm Beach came together to form the Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion; and
WHEREAS, a readily available workforce of skilled workers is mandatory to attract new businesses to the region and to retain and expand existing businesses which will increase the wealth of the region, support strong economic development, ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the region's economic future; and

WHEREAS, the Consortium established an independent district with no taxing or bonding authority to enhance local workforce development activities in Palm Beach County, Florida; and

WHEREAS, the above governing bodies with the exception of the City of West Palm Beach entered into an Interlocal Agreement, which was designated by the County as R2007-1220, dated July 10, 2007 creating the Palm Beach Workforce Development Consortium which Agreement was modified by the First Amendment to the Interlocal Agreement dated September 11, 2007 and designated as R2007-1446 by the County, and Amendment 002 to Agreement Creating the Palm Beach Workforce Development Consortium dated July 22, 2008 and designated R2008-1268 by the County which are collectively herein referred to as the "Interlocal Agreement"; and

WHEREAS, the above governing bodies desire to amend the Interlocal Agreement to add the City of West Palm Beach as a Consortium member; and

WHEREAS, the above governing bodies wish to amend the Interlocal Agreement to make clear that the Chief Elected Official (CEO) is the Board of County Commissioners of Palm Beach County, Florida, and is the fiscal agent, grant recipient and administrative entity to administer the programs and funds in Region 21 with the power and authority to delegate such responsibility to Workforce Alliance, or any other appropriate entity, as its sub-grant recipient to perform the responsibilities as fiscal agent and administrative entity.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations contained herein and for other good and valuable consideration, the parties agree and understand as follows:

1. Delete in its entirety Section 1.b. of the Interlocal Agreement and replace it with the following:

   b. The members, representatives and officers of the Consortium are specified in Sections 8.a. and 8.b. of this Interlocal Agreement.

2. The following is inserted at the end of Section 2 of the Interlocal Agreement:

   Mayor, City of West Palm Beach
   West Palm Beach, Florida

   401 Clematis Street
   West Palm Beach, FL 33401
3. Delete in its entirety Section 8.a. of the Interlocal Agreement and replace it with the following:

a. The Consortium shall consist of representatives of the five (5) member governments who shall be elected officials designated to serve by their respective Commission, or Council with the exception of the City of West Palm Beach from which the representative shall be the Mayor. Each municipality shall have one (1) representative, entitled to one vote each. The County shall have one (1) representative entitled to a total of five (5) votes. The elected officials or, in the case of the City of West Palm Beach, the Mayor may designate an alternate to serve in the elected official’s or Mayor’s absence. The alternate shall be an elected official to the Commission or Council.

4. Delete in its entirety Section 8.b. of the Interlocal Agreement and replace it with the following:

b. The officers of the Consortium shall include a chair which is the Representative of the Board of County Commissioners of Palm Beach County. The vice chair shall be elected from among the mayors of the four (4) participating cities by the membership of the Consortium for a term of one (1) year, consistent with the state fiscal year, but shall hold office until a successor is duly elected.

5. Delete in its entirety Section 9.b.-h. of the Interlocal Agreement and replace it with the following:

b. The Board of County Commissioners is designated as the CEO, the fiscal agent, grant recipient and administrative entity to administer WIA, PRWOR, Wagner-Peyser Act and such other funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida as chartered by CareerSource Florida.

c. The Board of County Commissioners shall designate the subgrant recipient, initially Workforce Alliance, Inc. (to be renamed CareerSource Palm Beach County, Inc. and to be known as CareerSource Palm Beach County), whose responsibility it is to administer workforce development services and the Board of County Commissioners and the subgrant recipient shall enter into a formal agreement.

d. To determine the procedures for the development of the workforce investment plan as described in Section 117 of the WIA and the strategy to implement Florida’s workforce development initiative within the area designated in Section 4 of this Agreement.
e. Together with the subgrant recipient to approve the workforce development plan for the Region and modifications thereto.

f. To provide oversight and guidance in conjunction with the subgrant recipient.

g. To accept responsibility for compliance and accountability for State and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as the CEO.

h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIA, PRWOR, WP, and FWIA.

i. To establish an Independent Special District (to create through an interlocal agreement offering staff the ability to participate in the Florida Retirement System), with no taxing or bonding authority, to enhance workforce development activities in Palm Beach County, Florida.

6. The following is inserted at the end of Section 16 of the Interlocal Agreement:

[Information]

7. Attachment 1 to the Interlocal Agreement is replaced by the Attachment 1 attached hereto.

8. All other provisions of the Interlocal Agreement and attachments thereto in conflict with this Third Amendment shall be and are hereby changed to conform with this Third Amendment. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with this Third Amendment are still in effect and are to be performed as specified in the Interlocal Agreement.

[The remainder of this page is intentionally left blank.]
CITY OF DELRAY BEACH

BY: ____________________________ Mayor

DATE: ____________________________

ATTEST: __________________________ City Clerk

CITY OF PALM BEACH GARDENS

BY: ____________________________ Mayor

DATE: 6/17/14

ATTEST: __________________________ City Clerk

CITY OF SOUTH BAY

BY: ____________________________ Mayor

DATE: 4/24/14

ATTEST: __________________________ City Clerk

CITY OF WEST PALM BEACH

BY: ____________________________ Mayor

DATE: 5/13/2014

ATTEST: __________________________ City Clerk

CITY ATTORNEY'S OFFICE

Approved as to form and legal sufficiency.

By: ____________________________

Approved as to form and legality

By: ____________________________
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: ❄️
Deputy Clerk

PALM BEACH COUNTY BOARD OF
COUNTRY COMMISSIONERS:

By: Shelley Yana
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ❄️
Tammy K. Fields
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: ❄️
Shannon R. LaRocque, P.E.
Assistant County Administrator
Attachment 1

CareerSource Palm Beach County, Inc. Board Composition

<table>
<thead>
<tr>
<th>Private Sector*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointed by:</td>
<td></td>
</tr>
<tr>
<td>Palm Beach County Commission</td>
<td>14</td>
</tr>
<tr>
<td>City of South Bay</td>
<td>1</td>
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<tr>
<td>City of Delray Beach</td>
<td>1</td>
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<tr>
<td>City of Palm Beach Gardens</td>
<td>1</td>
</tr>
<tr>
<td>City of West Palm Beach</td>
<td>1</td>
</tr>
<tr>
<td>Total Private Sector</td>
<td>18</td>
</tr>
</tbody>
</table>

| Mandatory Appointments**                   |          |
| Local Educational Entities                 | 1        |
| Postsecondary Educational Institution/Community Collage | 1       |
| Labor or Employee Representatives          | 2        |
| Community-Based Organizations: Disabled    | 1        |
| Community-Based Organizations: Veterans    | 1        |
| Economic Development Agencies              | 2        |
| One-Stop Partners: TANF/DCF                | 1        |
| One-Stop Partners: Senior Community Service Employment Program | 1       |
| One-Stop Partners: Vocational Rehabilitation| 1       |
| CSBG                                        | 1        |
| HUD                                         | 1        |
| Job Corps                                   | 1        |
| Migrant & Seasonal Farmworkers Programs    | 1        |
| Private Non-Profit Training Provider       | 1        |
| Private For-Profit Training Provider        | 1        |
| Total Mandatory                            | 17       |

Minimum of 51% Private Sector appointments required by Federal Law/State Statutes *

Mandatory appointments are specified by Federal Law/State Statutes **
This Contract is made as of the __________ day of DEC 16 2014, 20________, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the CAREERSOURCE, whose Federal I.D. is 650709274.

In consideration of the mutual promises contained herein, the COUNTY and the CAREERSOURCE agree as follows:

ARTICLE 1 - SERVICES

The CAREERSOURCE’S responsibility under this Contract is to administer Federal and State workforce development programs in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY’S representative/liaison during the performance of this Contract shall be Shannon R. LaRocque, P.E., Assistant County Administrator, telephone no. (561) 355-2428.

The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be Steve Craig, President & CEO, telephone no. (561) 340-1060.

ARTICLE 2 - SCHEDULE

The date of execution shall be the effective date of the contract and shall be renewed annually by the COUNTY on or before July 1 of each year to assure material compliance with this Contract and all applicable local, State and Federal laws and regulations. This Contract shall be deemed automatically renewed unless the COUNTY shall give written notice to CAREERSOURCE of non-renewal at least 120 days prior to its annual renewal date.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ALLIANCE

CAREERSOURCE shall not receive any compensation from the COUNTY to perform these services. CAREERSOURCE shall utilize grant funding for all costs to administer and oversee the grant funds.

ARTICLE 4 - TERMINATION

This Contract may be terminated in whole or in part, by the COUNTY, with cause, upon 120 days written notice to the CAREERSOURCE with an opportunity of CAREERSOURCE to cure any material violation of this Contract or applicable law or regulation. Upon failure of CAREERSOURCE to cure such violation and after receipt of a Termination Notice and except
as otherwise directed by the COUNTY the CAREERSOURCE shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work which are subject to termination at the direction of the COUNTY.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated provided, however, that, notwithstanding the termination of the CONTRACT, CAREERSOURCE shall have the power and authority to perform the work continued.

ARTICLE 5 - PERSONNEL

CAREERSOURCE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinafter shall be performed by CAREERSOURCE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CAREERSOURCE warrants that all services shall be performed by skilled and competent personnel.

All of CAREERSOURCE'S personnel (and all Subcontractors), while on County premises conducting the business of CAREERSOURCE and known by CAREERSOURCE to be on County premises, will be informed that they shall comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CAREERSOURCE. The CAREERSOURCE shall not, based solely on this Contract, be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CAREERSOURCE authorized to use the COUNTY’S Tax Exemption Number in securing such materials. CAREERSOURCE shall be responsible for obtaining and demonstrating its own exemption.

The CAREERSOURCE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.
ARTICLE 7 - INSURANCE

A. CAREERSOURCE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein to the extent permitted by Federal law and regulation, currently found in OBM Circular A-122 Attachment B subsection 22 (the “Federal Limitation”). CAREERSOURCE shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by CAREERSOURCE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CAREERSOURCE under the contract.

B. Commercial General Liability CAREERSOURCE shall maintain Commercial General Liability at a limit of liability not less than $500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County’s Risk Management Department. CAREERSOURCE shall provide this coverage on a primary basis.

C. Business Automobile Liability CAREERSOURCE shall maintain Business Automobile Liability at a limit of liability not less than $500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CAREERSOURCE doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing CAREERSOURCE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CAREERSOURCE shall provide this coverage on a primary basis.

D. Workers’ Compensation Insurance & Employers Liability CAREERSOURCE shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CAREERSOURCE shall provide this coverage on a primary basis.

E. Additional Insured CAREERSOURCE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” CAREERSOURCE shall provide the Additional Insured endorsements coverage on a primary basis.

F. Waiver of Subrogation To the extent permitted by the Federal Limitation, CAREERSOURCE hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CAREERSOURCE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CAREERSOURCE enter into such an agreement on a pre-loss basis.
G. **Certificate(s) of Insurance** Prior to execution of this Contract, CAREERSOURCE shall deliver to the COUNTY'S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County  
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator  
301 N Olive Avenue, 11th Floor  
West Palm Beach, FL 33401

H. **Umbrella or Excess Liability** If necessary, CAREERSOURCE may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE 8 - INDEMNIFICATION**

To the extent permitted by applicable law including Federal law and regulation as currently reflected in OMB Circular A-122, Attachment B, subsections 10 and 22, CAREERSOURCE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CAREERSOURCE.

**ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CAREERSOURCE each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CAREERSOURCE shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CAREERSOURCE.

ARTICLE 11 - CONFLICT OF INTEREST

The conduct of CAREERSOURCE’s board of directors as related to conflicts of interest is governed by Florida Statutes section 445.007. With respect to its employees, the CAREERSOURCE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Further, with respect to its employees, the CAREERSOURCE further represents that no person having any such conflict of interest shall be employed for said performance of services.

With respect to its employees, the CAREERSOURCE shall promptly notify the COUNTY’s representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CAREERSOURCE’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CAREERSOURCE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CAREERSOURCE. The COUNTY agrees to notify the CAREERSOURCE of its opinion by certified mail within thirty (30) days of receipt of notification by the CAREERSOURCE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CAREERSOURCE, the COUNTY shall so state in the notification and the CAREERSOURCE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CAREERSOURCE under the terms of this Contract.

The CAREERSOURCE shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "B” once annually. Forms shall be submitted to County Administration within thirty (30) days of the Effective Date.
ARTICLE 12 - EXCUSABLE DELAYS

CAREERSOURCE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CAREERSOURCE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CAREERSOURCE'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CAREERSOURCE'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The CAREERSOURCE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CAREERSOURCE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, the CAREERSOURCE shall deliver to the COUNTY's representative, if requested by COUNTY, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CAREERSOURCE and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.
 ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CAREERSOURCE is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CAREERSOURCE’S sole direction, supervision, and control. The CAREERSOURCE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CAREERSOURCE’S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CAREERSOURCE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

 ARTICLE 16 - ACCESS AND AUDITS

Except as provided in Article 14 above, the CAREERSOURCE shall provide the COUNTY an annual audit conducted by an Independent Certified Public Accountant.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CAREERSOURCE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

 ARTICLE 17 - NONDISCRIMINATION

The CAREERSOURCE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

 ARTICLE 18 - AUTHORITY TO PRACTICE

The CAREERSOURCE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.
ARTICLE 19 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CAREERSOURCE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - MODIFICATIONS OF WORK

Subject to the approval of CAREERSOURCE which shall not be unreasonable withheld, the COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CAREERSOURCE of the COUNTY’S notification of a contemplated change, the CAREERSOURCE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CAREERSOURCE’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CAREERSOURCE shall, unless otherwise required by state or Federal law or policy, suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY’S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CAREERSOURCE shall not commence work on any such change until such written amendment is signed by the CAREERSOURCE and approved and executed on behalf of Palm Beach County.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County
Att’l: Shannon R. LaRocque, P.E., Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401
With copy to:

Palm Beach County Attorney’s Office
Attn: Tammy K. Fields, Esq., Chief Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401
If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach County, Inc.
Attn: Steve Craig, President & CEO
3400 Belvedere Road, West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CAREERSOURCE agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 21- Modifications of Work.

ARTICLE 24 - REGULATIONS: LICENSING REQUIREMENTS

The CAREERSOURCE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CAREERSOURCE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: [Signature]
Deputy Clerk

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: [Signature]
Shelley Vana
Mayor

WITNESS:

Mary Mullen

[Signature]
Name (type or print)

Mary Mullen

[Signature]
Name (type or print)

CAREERSOURCE:

CAREERSOURCE PALM BEACH
COUNTY, INC.

By: [Signature]
STEVE CRAIG
Name

[Signature]
PRESIDENT & CEO
Title

(corsp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Tammy K. Fields
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Shannon R. LaRocque, P.E.
Assistant County Administrator
CAREERSOURCE shall perform the duties and responsibilities of a regional workforce board under state and Federal law.

In addition, CAREERSOURCE may perform other duties and responsibilities as are from time to time agreed between the COUNTY and CAREERSOURCE.
DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
    HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared ____________ STEVE CRAIG ____________
hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of the
   CareerSource Palm Beach County, Inc. (BOARD).

2. Undersigned’s address is: 3400 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33406.

3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.

4. Undersigned states that neither Undersigned, nor any member of Undersigned’s immediate
   family, to Undersigned’s actual knowledge, has any material interest, directly or indirectly, in
   any entity that is seeking to obtain economic development incentives from the County with the
   assistance of the Board from the time the Board of County Commissioners considers approval of
   such incentives until the sooner of: one (1) year after approval of such incentives; or upon the
   Board of County Commissioners’ decision not to approve such incentives. For purposes of this
   paragraph “immediate family” means parent, spouse, child or sibling. For purposes of this
   paragraph “material interest” shall mean serving as an officer, partner, director, or proprietor of
   the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in
   the entity.

5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of
   this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a
   person in the position of Undersigned, and shall have a continuing obligation during such term to
   bring any conflict of interest involving Undersigned or a member of Undersigned’s immediate
   family to the attention of the Board of Directors and CEO of the BOARD.

6. Undersigned has examined this disclosure and to the best of Undersigned’s knowledge believes
   it is true, correct, and complete.

______________________________
Signature

Sworn to (or affirmed) and subscribed before me this ____________ day of __NOVEMBER__, 2014, by
STEVE CRAIG (X) who is personally known to me or ( ) who has produced ____________________________
______________________________ as identification and who did take an oath.

______________________________
Notary Public

______________________________ (seal)
ERICA J. SCARPATHI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE166376
Expires 6/3/2016
Document Type

*PBC09*

Amending R-number

Place Interim Doc Label Here →
Place Restricted Doc Label Here →

Document Amendment
FIRST AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS FIRST AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this ____ day of ____, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT should be amended to conform to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT is hereby amended as follows:

1. The second sentence of ARTICLE 10 – REMEDIES, is amended to read: “Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction in Palm Beach County, Florida.”

2. A second paragraph is added to ARTICLE 17 – NONDISCRIMINATION, which reads: “CAREERSOURCE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CAREERSOURCE does not have a written non-discrimination policy or one that conforms to the COUNTY’s policy, it has acknowledged through a signed statement provided to COUNTY that CAREERSOURCE will conform to the COUNTY’s non-discrimination policy as provided in R-2014-1421, as amended.”

3. Exhibit “B” attached hereto shall replace Exhibit “B” in the ORIGINAL CONTRACT in its entirety.

OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT in conflict with this First Amendment to the ORIGINAL CONTRACT shall be and are hereby changed to conform to the First Amendment.

All provisions of the ORIGINAL CONTRACT not in conflict with this First Amendment are still in effect and are to be performed at the same level as specified in the Contract.
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

By:  
Sandra Powell
Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:  
Mary Lou Berger, Mayor

WITNESS:

Signature

Witness Name (type or print)

CAREERSOURCE:

CAREERSOURCE PALM BEACH COUNTY, INC.

Signature

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  
Helene C. Sheppard
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  
Shannon R. LaRocque, P.E.
Assistant County Administrator
DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared Steve Craig hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of CareerSource Palm Beach County, Inc. (BOARD).

2. Undersigned’s address is: 3400 Belvedere Road, West Palm Beach, Florida 33406

3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.

4. Undersigned states that neither Undersigned, nor any member of Undersigned’s immediate family, to Undersigned’s actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners’ decision not to approve such incentives. For purposes of this paragraph “immediate family” means parent, spouse, child or sibling. For purposes of this paragraph “material interest” shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.

5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned’s immediate family to the attention of the Board of Directors and CEO of the BOARD.

6. Undersigned has examined this disclosure and to the best of Undersigned’s knowledge believes it is true, correct, and complete.

Signature Steve Craig, President & CEO
CareerSource Palm Beach County, Inc.

Sworn to (or affirmed) and subscribed before me this 21st day of MARCH, 2016, by STEVE CRAIG
____ (XX) who is personally known to me or ( ) who has produced
as identification and who did take an oath.

Notary Public Sharon Brea Sepulveda

[Notary Public Seal]
Document Type

Amending R-number

Place Interim Doc Label Here

Place Restricted Doc Label Here

Document Amendment
SECOND AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS SECOND AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this __________ day of __________, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the parties entered into a First Amendment to the Contract to Administer Grant Funds (R-2016-0532) on April 19, 2016, hereinafter FIRST AMENDMENT; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT and FIRST AMENDMENT should be amended to update County and CareerSource representative information, update a reference to a federal regulation, and conform certain language to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT and FIRST AMENDMENT are hereby amended as follows:

1. The second paragraph of ARTICLE 1 – SERVICES in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The COUNTY’S representative/liaison during the performance of this Contract shall be Faye Johnson, Assistant County Administrator, telephone no. (561) 355-3260.”

2. The third paragraph of ARTICLE 1 – SERVICES in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be CareerSource President & CEO, telephone no. (561) 340-1060.”


4. The last sentence of Paragraph “G” of ARTICLE 7 – INSURANCE in the ORIGINAL CONTRACT is hereby amended to read: “The certificate of insurance shall be issued to: Palm Beach County, Attn: Faye Johnson, Assistant County Administrator, 301 N. Olive Avenue, 11th Floor, West Palm Beach, FL 33401.”

ATTACHMENT 3
5. So much of **ARTICLE 8 – INDEMNIFICATION** in the ORIGINAL CONTRACT that reads “OMB Circular A-122, Attachment B, subsections 10 and 22” is hereby amended to read: “2 CFR 200 Uniform Administrative requirements (the “Supercircular”) subpart E, 200.447”.

6. The second paragraph of **ARTICLE 17 – NONDISCRIMINATION** which was added to the ORIGINAL CONTRACT in the FIRST AMENDMENT is hereby deleted, and so much of Article 17 in the ORIGINAL CONTRACT that reads “gender identity and expression” is hereby amended to read: “gender identity or expression”.

7. **ARTICLE 22 – NOTICE** in the ORIGINAL CONTRACT is hereby amended to read in its entirety:

**ARTICLE 22 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County  
Attn: Faye Johnson, Assistant County Administrator  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney’s office  
301 North Olive Avenue, 6th Floor  
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach, County, Inc.  
President and CEO  
3400 Belvedere Road  
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers 7 Lindsay, P.A.  
Attn: David H. Baker, Esq.  
340 Royal Poinciana Way, Suite 321  
Palm Beach, FL 33480

8. **ARTICLE 25 – PUBLIC RECORDS** is hereby added to read in its entirety:

**ARTICLE 25 - PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County’s representative/liaison, on behalf of the County’s Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County’s Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY
OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT and FIRST AMENDMENT in conflict with this Second Amendment shall be and are hereby changed to conform to the Second Amendment.

All provisions of the ORIGINAL CONTRACT and FIRST AMENDMENT not in conflict with this Second Amendment are still in effect and are to be performed at the same level as specified in the ORIGINAL CONTRACT and FIRST AMENDMENT.
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock  
Clerk and Comptroller  

By:__________________________  
Deputy Clerk  

By: ________________________  
Melissa McKinlay, Mayor  

WITNESS:

________________________________________
Signature

________________________________________
Witness Name (type or print)

CAREERSOURCE:

________________________________________
Signature

PRESIDENT & CEO  
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  

By: ____________________________  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS  

By: ____________________________  
Faye Johnson,  
Assistant County Administrator
SECOND AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

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WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the parties entered into a First Amendment to the Contract to Administer Grant Funds (R-2016-0532) on April 19, 2016, hereinafter FIRST AMENDMENT; and

WHEREAS, the ORIGINAL CONTACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT and FIRST AMENDMENT should be amended to update County and CareerSource representative information, update a reference to a federal regulation, and conform certain language to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT and FIRST AMENDMENT are hereby amended as follows:

1. The second paragraph of ARTICLE 1 – SERVICES in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The COUNTY’S representative/liaison during the performance of this Contract shall be Faye Johnson, Assistant County Administrator, telephone no. (561) 355-3260.”

2. The third paragraph of ARTICLE 1 – SERVICES in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be CareerSource President & CEO, telephone no. (561) 340-1060.”


4. The last sentence of Paragraph “G” of ARTICLE 7 – INSURANCE in the ORIGINAL CONTACT is hereby amended to read: “The certificate of insurance shall be issued to: Palm Beach County, Attn: Faye Johnson, Assistant County Administrator, 301 N. Olive Avenue, 11th Floor, West Palm Beach, FL 33401.”

1
5. So much of **ARTICLE 8 – INDEMNIFICATION** in the ORIGINAL CONTRACT that reads “OMB Circular A-122, Attachment B, subsections 10 and 22” is hereby amended to read: “2 CFR 200 Uniform Administrative requirements (the “Supercircular”) subpart E, 200.447”.

6. The second paragraph of **ARTICLE 17 – NONDISCRIMINATION** which was added to the ORIGINAL CONTRACT in the FIRST AMENDMENT is hereby deleted, and so much of Article 17 in the ORIGINAL CONTRACT that reads “gender identity and expression” is hereby amended to read: “gender identity or expression”.

7. **ARTICLE 22 – NOTICE** in the ORIGINAL CONTRACT is hereby amended to read in its entirety:

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Palm Beach County  
Attn: Faye Johnson, Assistant County Administrator  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney’s office  
301 North Olive Avenue, 6th Floor  
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach, County, Inc.  
President and CEO  
3400 Belvedere Road  
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.  
Attn: David H. Baker, Esq.  
340 Royal Poinciana Way, Suite 321  
Palm Beach, FL 33480

8. **ARTICLE 25 – PUBLIC RECORDS** is hereby added to read in its entirety:

**ARTICLE 25 - PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County’s representative/liaison, on behalf of the County’s Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County’s Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY
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All provisions of the ORIGINAL CONTRACT and FIRST AMENDMENT not in conflict with this Second Amendment are still in effect and are to be performed at the same level as specified in the ORIGINAL CONTRACT and FIRST AMENDMENT.
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

By: [Signature]
Deputy Clerk

By: [Signature]
Melissa McKinlay, Mayor

Palm Beach County Board of
County Commissioners

WITNESS:

Signature

Witness Name (type or print)

CAREERSOURCE:

CAREERSOURCE PALM BEACH
COUNTY, INC.

Signature

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Faye Johnson,
Assistant County Administrator
SEE ATTACHED SUB-AWARD FORM FOR THE FOLLOWING:
- Federal Awarding Agency
- Federal Award Date
- CFDA
- Project Name Description
- CareerSource Funding Agreement Amount
- Contractor DUNS Number / FEI Number
- Federal Award Identification Number
- Federal Award Period Begin Date

SUBRECIPIENT AGREEMENT NO. S19-007
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND
THE LORDS PLACE, INC.
P.O. BOX 3265, West Palm Beach, Florida 33402

WHEREAS, CareerSource Palm Beach County, Inc. (CareerSource) desires to enter into this Subrecipient cost reimbursement Agreement with The Lord’s Place, Inc. (Contractor), providing among other things for Contractor’s services to CareerSource.

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

1. TERM
The term of this Agreement shall commence on July 1, 2019 and shall end on June 30, 2020 subject to the provisions of Sections 6, 7, and 10. of this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource reserves the right to negotiate for continued services with Contractor for an additional twelve-month period, renewable on an annual basis through June 30, 2021 depending upon Contractor’s performance and at the sole and absolute discretion of CareerSource. Each year CareerSource will evaluate the effectiveness of Contractor’s performance if needed and determine if the Agreement should be continued.

2. RESPONSIBILITIES OF CONTRACTOR
This Agreement is made and entered into by and between CareerSource and Contractor for the provision of services in accordance with “Attachment A Scope of Work and Cost Reimbursement Budget” attached hereto and made a part hereof and the terms of this Agreement. Contractor agrees to provide services as set forth in this Agreement and as described to CareerSource in Contractor’s proposal response to the competitive Request For Proposals for Workforce Services to Homeless Ex-Offenders released by CareerSource on April 15, 2016. The RFP Instructions and RFP Scope of Work and Contractor’s proposal are incorporated herein by reference as though written herein verbatim and constitute promised performances. However, in any dispute arising that concerns conflicting content, this Agreement shall take precedent over Contractor’s proposal. No payments shall be made for any costs materials or any out of pocket expenses. Contractor is responsible for reporting any Federal, State and other taxes as may be required by law. Contractor hereby represents that Contractor has paid all Federal, State and other taxes as may be required by law and that there are no tax liens filed against Contractor and no judgments entered against Contractor which have not been fully satisfied, discharged and released as of the date of the Agreement. Breach by Contractor of the foregoing representation shall constitute a misrepresentation by Contractor and CareerSource may in its sole and absolute discretion terminate the Agreement immediately upon notice to Contractor.

3. CONDITIONS PRECEDENT
1) Contractor shall provide to CareerSource, upon execution of this Agreement a certificate of insurance with a company licensed to do business, certifying Contractor carries:

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

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

2) Workers’ Compensation: To the extent that the State Workers’ Compensation law is applicable, Contractor must provide Workers’ Compensation coverage to all employees paid directly under this Agreement. Where employees covered under this
Agreement are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees.

3) Motor Vehicle Insurance: Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of $1,000,000 property damage, $1,000,000 per person and $1,000,000 per occurrence for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this Agreement.

4) Bonding: A policy of fidelity bonding insurance issued by an insurance company registered to do business in the State of Florida, which shall cover all of the Contractor’s employees handling Agreement funds. The amount of coverage of such fidelity bond shall be equal to the highest payment expected to be received by Contractor. Invoices that exceed the bonding coverage shall not be honored for payment. Contractor shall notify its insurance carrier(s) of the carriers’ responsibility to give written notice to CareerSource 45 calendar days prior to the bond being canceled or reduced from the amounts stated on the bonding documents.

4. COMPENSATION
A. CareerSource shall compensate Contractor for services provided in accordance with “Attachment A Scope of Work and Cost Reimbursement Budget” attached hereto and made a part hereof and the terms of this Agreement. This Agreement is funded with federal money that CareerSource has received via a pass-through award from the Florida Department of Economic Opportunity. Contractor is therefore a subrecipient of the federal funds and is bound by all of the laws, rules and regulations attached to these funds. Such requirements may originate at the Federal, State or CareerSource level. 2 CFR 200, among other sources, contain rules that apply to these funds.

B. Contractor shall return to CareerSource any funds paid to Contractor which have been disallowed pursuant to the terms of this Agreement. Contractor shall repay such amounts from funds other than funds received under any federal funding. CareerSource may withhold funds from requests for payment pending resolution of disallowed costs.

C. Contractor will invoice CareerSource by the 10th calendar day of the month subsequent to the month for which the invoice is submitted. All invoices shall reflect actual expenditures and must be supported by attached copies of invoices, payroll reports or other documents, substantiating that the authorized program expenses were incurred, and must be approved by management level personnel.

D. Contractor expressly understands and agrees that unexpected programmatic changes and/or reductions in funding levels may occur due to factors beyond the control of CareerSource, including but not limited to, new or revised Regulations, changes in funding levels, new legislation, or newly promulgated state agency rulings. Thus, no assurances of any kind, verbal or in writing, of continued funding are given to Contractor and Contractor expressly undertakes its obligations under this Agreement at its own risk.

E. Pursuant to the risk described immediately above, if the funds which is the intended source of funding for this Agreement is not awarded, or if awarded, is funded at a level lower than requested, CareerSource will not be liable to Contractor for any damages or for any previously authorized payments beyond the cancellation date or date of modification of the funding. CareerSource shall give written notice to Contractor within 10 working days from the date of receipt of any cancellation or modification notice.

F. If funding is terminated or reduced, payments to Contractor shall be prorated out of funding up to the date of cancellation or if the funding is modified, this Agreement shall be altered or reduced at the sole discretion of the CareerSource. Contractor shall be reimbursed for all costs incurred up to Contractor’s receipt of notice of termination, to the extent that CareerSource has received funds for reimbursement under this Agreement.

G. The Parties agree that no reliance on any additional future funding has been promised by CareerSource or indicated as a condition by Contractor or been the basis for inducement to Contractor, for the execution of this Agreement nor for the complete fulfillment of responsibilities and terms of this Agreement by Contractor. CareerSource has not agreed and shall not agree to award to Contractor for this Agreement any additional State or Federal funding received or funding which CareerSource may receive in the future.

H. The maximum amount payable under this Agreement may be reduced by CareerSource through a deobligation of funding with written notice to Contractor within 24 hours of such action. CareerSource shall determine the amount, if any, of the total payments unearned by Contractor and may, at its option, deobligate such amounts under this Agreement including renegotiating the terms and conditions of this Agreement.

5. CONTRACTOR DISSOLUTION
Should Contractor plan to voluntarily dissolve its legal status as a business entity (which dissolutions shall require the advanced written consent of CareerSource), Contractor shall be required to provide written notice to CareerSource upon no less than 80 calendar days prior to the effective date of any such dissolution. If Contractor’s legal status as a business entity is involuntarily dissolved, Contractor shall be required to provide immediate verbal notice to the President/CEO of CareerSource, followed by written notice to the President/CEO of CareerSource no less than 24 hours thereafter. The written notice shall:

A. be a full, true and correct disclosure of the proposed dissolution and a description of the resulting corporate change, including financial information on the responsible parties, corporate entities, subsidiaries, affiliated companies, and any other information that may be requested from CareerSource;

B. designate an acceptable custodian of records approved by CareerSource; and
C. state the location of all reports, records and/or other documentation of CareerSource funded activities under the Agreement. CareerSource shall upon written demand to Contractor receive and Contractor shall transfer to CareerSource all reports, records and/or other documentation of CareerSource funded activities funded under the Agreement. Such reports, records and/or other documentation shall be transmitted to CareerSource by Contractor in a condition acceptable by CareerSource for storage.

D. If Contractor is required to submit an audit report to CareerSource in accordance with "Article 26 Monitoring And Audit" and Contractor's status as a legal business entity is dissolved, Contractor shall be required to submit the audit report to CareerSource no less than 30 calendar days following such dissolution.

6. MODIFICATIONS
This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. Without invalidating the Agreement, CareerSource, reserves the right to, at any time or from time to time, enter into modifications to the Agreement to increase or decrease the amounts to be paid pursuant to this Agreement, including but not limited to, the addition/deletion of programs or a change in CareerSource’s funding.

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

8. NON-ASSIGNABILITY CLAUSE AND SUBCONTRACTING
This Agreement or any right accruing hereunder shall not be assigned by Contractor in whole or in part without the prior written consent of the CareerSource. Any assignment in violation hereof shall be invalid. Contractor shall, prior to subcontracting any provision of the Agreement, obtain prior written approval from CareerSource. No subcontract shall be considered binding without such prior written approval. Approval of any one such subcontract shall not constitute approval of any other or further subcontract of the Agreement.

Any of the work or services specified in the Agreement which shall be performed by other than the Contractor shall be evidenced by a written contract requiring CareerSource approval and specifying the terms and conditions of such performance. Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local laws, for the award and monitoring of such subcontractors that contain acceptable standards as determined by CareerSource for ensuring accountability. Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of the Agreement as if the performances rendered were rendered by Contractor. Subcontracting of the Agreement does not relieve Contractor from any of its obligations or liabilities under the Agreement. Contractor shall bear full responsibility for performance under all subcontracts. Contractor, in subcontracting any of the performances, expressly understands that in entering into such subcontracts, CareerSource is in no way liable to the Contractor's subcontractor(s).

9. GOVERNING LAW AND VENUE
The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This Agreement shall be interpreted under the laws of the State of Florida. Contractor will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Agreement.

10. TERMINATION
CareerSource reserves the right to terminate this Agreement without penalty at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said Agreement should be terminated for convenience as provided herein, CareerSource will be relieved of all obligations under said Agreement and CareerSource will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event CareerSource determines that Contractor's services are not being performed as agreed upon, Contractor shall be deemed to be in default and CareerSource reserves the right to cancel this Agreement with twenty-four hours (24) written notice and to withhold all monies due Contractor until such time as CareerSource, in its sole discretion shall determine whether to have the Agreement services completed by others or to cease the obtaining of services. In the event CareerSource determines to have the Agreement completed by others, Contractor shall be liable for any costs of completion in excess of that called for in this Agreement. In the event CareerSource determines not to have the Agreement completed by others, Contractor shall be paid for the services that is satisfactorily performed prior to termination but, in no event, shall Contractor be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and Contractor shall be entitled to payment only for work actually performed prior to the termination and to any
additional sums. In the event said Agreement is terminated Contractor shall be required to provide written notice to CareerSource:

- designating an acceptable custodian of records subject to approval by CareerSource; and
- state the location of all reports, records and/or other documentation of CareerSource funded activities under the Agreement. CareerSource shall upon written demand to Contractor receive and Contractor shall transfer to CareerSource all reports, records and/or other documentation of CareerSource funded activities funded under the Agreement. Such reports, records and/or other documentation shall be transmitted to CareerSource by Contractor in a condition acceptable by CareerSource for storage.

If Contractor is required to submit an audit report to CareerSource in accordance with “Article 26. Monitoring & Audit” an immediate audit will be performed by Contractor, which may be a grant-specific audit, and Contractor shall be required to submit the audit report to CareerSource no less than thirty (30) calendar days following such termination.

11. LEGAL REVIEW
The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

12. NOTICES
Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telexcopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective as provided in this Section 13. from time to time. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

13. INDEPENDENT CONTRACTOR
In the execution of this Agreement and rendering of services prescribed by this Agreement, Contractor shall maintain at all times its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. CareerSource shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

No provision of this Agreement, act of Contractor in the performance of this Agreement, or act of CareerSource in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of the CareerSource.

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

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

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

15. INTERNAL FINANCIAL CONTROLS
Contractor shall be responsible for implementing accounting procedures and internal financial controls governing the management and utilization of the awarded funds provided hereunder. The procedures and financial controls must be established pursuant to generally accepted accounting procedures, and as required by the various rules and regulations that govern the use of the federal money that funds this Agreement.

Contractor will track costs in sufficient detail to determine compliance with the Workforce Innovation and Opportunity Act of 2014, Public Law 108-220, (U.S.C. Section 9201 et. seq), the Workforce Innovation Act of 2000, Chapter 2000-165 Laws of Florida and any amendments or regulation promulgated thereunder, and insure that all funds have been lawfully and properly spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the
program. Contractor will maintain separate accounting records for funds expended under this Agreement. The commingling of funds with other agreements or contracts is prohibited.

Contractor shall inform CareerSource of its receipt or its subcontractors' receipt of any Federal, State or local grant that may materially affect the quality or cost of the services provided under this Agreement. In such case, CareerSource shall have the right to renegotiate the price or deliverable performance of this Agreement.

16. CONFLICT OF INTEREST
Conflicts of interest by Contractor or any director, officer or employee of Contractor or any member of such person's family shall not be permitted and will be grounds for, inter alia, termination of this Agreement. A conflict of interest exists whenever Contractor or any director, officer or employee of Contractor or any member of such person's family, has a direct or indirect material personal interest in a proposed agreement or transaction to which Contractor or CareerSource may be a party other than only as a director, officer or employee of Contractor. A conflict of interest also exists when the Contractor or its director, officer or employee or any member of such person's family personally benefits from the transaction or has an employment or investor relationship with an entity with which Contractor or CareerSource is dealing. A conflict of interest may result from a director, officer or employee performing professional services for Contractor other than as a director, officer or employee of Contractor.

Contractor should not assume that a conflict does not exist for a person who receives no monetary or other tangible benefit from a transaction with the Contractor or CareerSource. For example, access to information which could be used for a person's personal benefit might put the person in conflict with the Contractor or CareerSource.

17. ATTORNEY'S FEE AND COSTS
In the event of any litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, reasonable paralegal's fees, and all costs of litigation at the trial, appellate and post-judgment levels, in connection with any administrative proceedings and any appeals there from, in connection with all alternative dispute resolution proceedings, and at all levels of any bankruptcy proceedings.

18. COMPLIANCE WITH POLICIES AND LAWS
The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the provisions of the Workforce Innovation and Opportunity Act of 2014, the Workforce Innovation Act of 2000, and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement.

19. PROPERTY AND EQUIPMENT
Contractor shall maintain an up-to-date inventory of all property purchased under this Agreement which has a purchase price of $1,000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Contractor shall submit the inventory list to CareerSource monthly, and again as part of the Agreement Close-Out Report. All such property shall be returned to CareerSource at Agreement termination, unless otherwise authorized in writing by the CareerSource. No such property shall be disposed of without prior written authorization from the CareerSource. Purchases of property with a single item value greater than $5,000 must have the prior approval of CareerSource.

20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE RULE
Contractor certified, assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

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

22. NON-DISCRIMINATION EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS
As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:
1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all participants 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.

8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

Contractor shall follow the Florida Department of Economic Opportunity (DEO) Protocol 5.05.02.04, entitled “Security Training and Awareness,” the attached Data Sharing Agreement, and the Federal Information Security Management Act. Contractor shall manage an effective security training and awareness program to ensure all staff receive initial security training, annual security refresher training, and ongoing security awareness. All Contractor information users are required to complete this training. Contractor staff shall be provided with initial security and awareness training within 30 days of initial employment. This training shall include acceptable use restrictions, procedures for handling confidential and exempt information, and computer security. Access to information resources shall be limited to individuals who require those resources to perform their duties as required by the Agreement. References include DEO Protocol 5.05.02.11, entitled Access Control. All Contractor employees, Contractor's subcontractors, or agents of Contractor with access to DEO data, are required to undergo a Level 1 background screening through the FDLE within 30 days of employment as a condition of employment and continued employment. Re-screening shall occur every five years of consecutive employment and upon re-employment. Section 435.03, F. S. Cited statute provides guidance to recruitment staff on the screening standards and criminal offenses that would prohibit candidates from employment. Contractor shall ensure that security officers, staff, participating partners, subcontractors and their employees or agents are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs. Contractor shall ensure those given access to workforce systems have been properly trained, understand, and acknowledge confidentiality requirements. Contractor shall ensure that Individual Non-Disclosure and Confidentiality Certifications are maintained for all Contractor staff with access to DEO data in accordance with DEO Protocol 5.05.02.11.

25. OWNERSHIP
CareerSource shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by Contractor under this Agreement.

26. MONITORING AND AUDIT
A. MONITORING
At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource. Contractor shall institute a system for monitoring fiscal, participant and program activities for compliance with this Agreement, and Federal and State requirements. Contractor will maintain documentation to verify completion of monitoring activities. If in any fiscal year during the period of this Agreement, Contractor expends $750,000 or more in federal awards from all sources combined, then Contractor shall have a single audit conducted for that fiscal year in accordance with the provisions of 2 CFR 200. The audit report shall be provided to the CareerSource within 30 calendar days after delivery of the audit report to Contractor.
B. AUDIT
If Contractor is required to submit an audit report to CareerSource in accordance with “Article 26. Monitoring And Audit”, Contractor shall be required to prepare and submit a written Annual Audit Plan to CareerSource. The Annual Audit Plan shall be submitted to the Chief Financial Officer of CareerSource no later than 30 calendar days after the end of each of Contractor’s fiscal years which contain revenue from this Agreement. The Annual Audit Plan shall include the following:

A. The procurement procedures that were used by Contractor in procuring Contractor’s audit firm. In procuring such audit services Contractor shall be required to follow the procurement standards prescribed by 2 CFR 200. The expected completion date of the audit report and the date CareerSource shall receive the audit report. Completion of the audit report, issuance of the audit report and receipt by CareerSource of the audit report shall occur within 9 continuous months following Contractor’s fiscal year end;

B. The scope of the audit to be performed: (1) whether the audit report will be specific to CareerSource funded activities or (2) an organization-wide audit report that includes coverage of CareerSource funded activities within its scope;

C. A list of all federally funded agreements or contracts during the audit period. The list shall be furnished to both CareerSource and Contractor’s audit firm and shall include the contract/agreement amount, program title, Catalog of Federal Domestic Assistance number and Contractor’s sub-recipient status.

D. A list of all subcontracts issued by Contractor using CareerSource funding. The list shall indicate the subcontractor’s name, contract/agreement amount, contract/agreement number and whether the subcontractor is a subrecipient that must procure an audit of its own or is a vendor that does not have to obtain an audit.

E. It is essential that Contractor as a CareerSource subrecipient determine individually whether each of its subcontractors should be classified as a “subrecipient” or a “vendor”. Audits are not required of “vendors”.

F. Contractor must monitor their subrecipients in addition to any audits that may be required. The Annual Audit Plan shall describe how this monitoring has been accomplished by Contractor.

27. RETENTION OF RECORDS
Contractor at its sole cost shall maintain all records, documents and reports pertinent to this Contract, including financial, statistical, property, customer records, and supporting documentation for a period of no less than five (5) calendar years after payments are made and all other pending items are closed or for any greater period which may be required by any specific funding source, or if any litigation, audit or claim is begun, in which case such records shall be retained until any outstanding litigation, audit, or claim has been resolved to CareerSource’s satisfaction. At the end of such time period Contractor shall request specific written authorization from CareerSource to destroy all pertinent records. Until such date as Contractor receives express written permission to destroy such records, all records referred to herein above shall be maintained in good and accessible condition and made available at a site within Region 21, Palm Beach County, Florida.

28. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS
Clean Air and Water Act: When applicable, if this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

29. ETA SALARY LIMITATION CERTIFICATION & SWORN STATEMENT PURSUANT TO PUBLIC LAW 108-149 SECTION 101 & 2 CFR 200
Contractor certifies Contractor is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 108-149 or prior Acts under the heading “Employment and Training" that are available for expenditures on or after July 1, 2016, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an participant, 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 2 CFR 200.

30. ACCESSIBILITY TO HANDICAPPED AND LIMITED ENGLISH-SPEAKING
1. Contractor certifies they are compliant and shall conduct all activities under the Agreement in accordance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to the disabled and the limited English-speaking.
2. Contractor shall assure that programs and activities under this Agreement are accessible to the disabled without discrimination, including:
   a) making reasonable accommodation for a participant's disability;
   b) the provision of services in the most integrated setting appropriate to the needs of the disabled participant;
   c) providing auxiliary aids for the vision and hearing impaired during recruitment, referral, and assessment of prospective program job seekers. Contractor shall maintain the physical facilities utilized under this Contract as accessible to the disabled in accordance with the applicable standards of the General Services Administration or shall submit to CareerSource an alternate plan for access by the disabled to services provided under this Agreement.

3. Where a significant number or proportion of the population eligible to be served under the Agreement needs service or information in a language other than English in order to be effectively informed or to participate in the services provided under the Agreement, Contractor shall take reasonable steps, considering the size of the program and the size and concentration of such population, to make available to such persons in appropriate languages any written and audio-visual materials distributed to the public regarding the services provided under the Agreement.

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

32. PARTICIPANT TRACKING – EMPLOY FLORIDA MARKET PLACE
Contractor agrees certain participant information must be gathered and reported by Contractor to CareerSource. Such participant data must be entered into a statewide data collection and reporting system called the Employ Florida Marketplace (EFM). CareerSource reserves the right to confirm final eligibility and suitability of each participant prior to enrollment in EFM and the program by Contractor. Contractor agrees to submit monthly written reports to CareerSource including the hours worked by each participant, wages paid to each participant, start date of participant unsubsidized employment, participant employer name and such other information as required by CareerSource to comply with any applicable governmental reporting requirements.

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

34. MISCELLANEOUS
The Contractor shall utilize an approved Federally recognized indirect cost rate, a rate negotiated between CareerSource and the contractor, or a de minimis indirect cost rate in accordance with 2 CFR 200. Resource Conservation and Recovery Act: Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

Trafficicking Victims Protection Act: The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104 (g), 2 CFR 175).


Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994,20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

Equal Treatment for Faith-Based Organizations: Contractor will comply with 29 CFR 2, Subpart D which prohibits any State or local government receiving funds under any Department of Labor 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 of Labor, 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.

Purchase of American-Made Equipment and Products: The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds under this Agreement will be American-made (P.L. 103-333 §507).

Codes of conduct: The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 29 CFR 95.42, or abide by CareerSource’s code of conduct.

Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The contact information for the awarding official of the pass through entity is as follows:

Ana Florentino / E-Mail: aflorentino@careersourcepbc.com
Orlando McFarlane / E-Mail: omcfarlane@careersourcepbc.com
CareerSource Palm Beach County
3400 Belvedere Road, West Palm Beach, Florida 33406
Telephone Number: (561) 340-1060

Contractor will comply with the provisions of the Sarbanes-Oxley Act (SOX) of 2002 including Whistle-blower provisions. It is illegal for Contractor 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). 2.15. Furthermore, it is a crime for Contractor 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).

REMAINDER OF PAGE INTENTIONALLY BLANK
IN WITNESS WHEREOF, Contractor and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CareerSource Palm Beach County, Inc.

BY: Steve Craig
CareerSource President/CEO, Steve Craig

APPROVED AS TO FUNDS AVAILABILITY

BY: Erica L Scarpati
CareerSource Chief Financial Officer, Erica Scarpati

DATE: 4/23/19

APPROVED BY: The Lords Place, Inc.

BY: Signed Authorized Contractor Representative

WITNESS: Mary Mullen

DATE: 4/25/19

WITNESS: Toy Smith

DATE: 3/19/19

Subrecipient Agreement No. S19-007
EXHIBIT “B”
SUBRECIPIENT AND CONTRACTOR DATA SHARING AGREEMENT
(Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Palm Beach County, Inc. (CareerSource) and The Lord’s Place (Contractor).

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Contractor as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, CareerSource hereby agrees to make available to the Contractor for the limited purpose of performing its duties under Subrecipient Agreement S17-007, as allowed by law and subject to confidentiality requirements workforce program information that includes, but is not limited to, data which is maintained in the State’s Management Information Systems, including the Unemployment Benefits System or its successor, CONNECT, and the System for Unified Taxation (SUNTAX) in supporting the unemployment program, and any replacement systems providing the same workforce and unemployment data.

B. Regional security officers for the various workforce programs systems shall be appointed by the Contractor. It is not required that these individuals be Contractor employees. Regional Security Officers, at a minimum, shall be responsible for the following:

1. Ensuring required Level 1 background screenings through the FDLE as a condition of employment and continued employment. Screening standards cited in Section 435.03 F.S. and 435.04(2), F.S. are completed for all staff with access to confidential records. Re-screening shall occur every five years of consecutive employment and upon re-employment.

2. Managing user accounts within information systems.

3. Managing an effective security training program to ensure staff receives initial security training, annual security refresher training and ongoing security awareness. All information users are required to complete this training. Staff shall be provided with initial security and awareness training within 30 days of initial employment. The training shall include acceptable use restrictions, procedures for handling confidential and exempt information, and computer security.

4. Conducting semi-annual information systems access reviews and providing results to CareerSource. CareerSource will provide guidance and direction in conducting the review.

5. Maintaining CareerSource Security Agreement Forms and confidentiality agreements for all users and providing copies to CareerSource upon request.

6. Implementing and maintaining the information technology policies, protocols, standards, and procedures required by the Contractor to comply with the Florida Department of Economic Opportunity (DEO) Policy 5.50, Information Technology Roles and Responsibilities Policy, DEO Protocol 5.05.02.04, entitled Security Training and Awareness and the Federal Information Security Management Act.

7. Access to information resources shall be limited to individuals who require those resources to perform their duties. Regional Security Officers are to ensure user privileges are modified, revoked or deactivated appropriately and timely. References include DEO Protocol 5.05.02.11, entitled Access Control.

8. Ensuring that Individual Non-Disclosure and Confidentiality Certifications are maintained for all staff with access to DEO data in accordance with DEO Protocol 5.05.02.11.

C. The Contractor will ensure that security officers, staff, Contractor employees, participating partners as defined in 20 CFR Part 662, subcontractors, and any subsequent subcontractors and their employees or agents granted access to confidential data agree to maintain the confidentiality of employer, employee, claimant and participant identity and all related information pursuant to State and Federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603 and section 443.1715(1) F.S. The Contractor must be aware and make employees and contractors aware that information related to the receipt of reemployment benefits or public assistance, including all personally identifying information is protected by law. The Chief Executive Officer of Contractor must sign this "Non-Disclosure and Confidentiality Certification" statement and return the agreement to CareerSource. In addition, employees of Contractor and their contractors, subcontractors, or agents granted access to electronic data systems used in the delivery of One-Stop services must sign confidentiality access agreements required for systems access privileges.

D. The Contractor will ensure that security officers, staff, participating partners, contractors, subcontractors, and any subsequent subcontractors and their employees or agents are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official public business. The Contractor will assign to the workforce systems only Contractor staff, subcontractor and subsequent subcontractor employees or agents who have been properly trained and understand and acknowledge confidentiality requirements.

E. The Contractor will require security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents who have access to confidential information, to sign and comply with an "Individual Non-
Disclosure and Confidentiality Certification Form, Exhibit B-1" attached, and any system access security agreements required for system access privileges. The Contractor shall maintain these certifications/agreements on file subject to inspection by CareerSource or its designated representatives. The Contractor is responsible for ensuring that CareerSource is notified immediately when employees who are terminated or are no longer in need of system access to enable CareerSource to terminate the access and thereby protect the security of the systems and the data. At a minimum, email termination notices should be sent to CareerSource's IT Department and Program Manager and identifies the name of the individuals terminated, dates of termination, and what systems the individuals had access to. Other actions may be required (e.g. completion of access termination forms) as determined by CareerSource. The Security Officer should maintain a current list of all users and make the list available to CareerSource or its designated representatives.

F. The Contractor will advise security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees or agents they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws.

G. The Contractor shall permit CareerSource to make on-site inspections of records relevant to this Agreement to ensure that the requirement of state and federal law and regulation are being met. Such inspection may take place with or without notice during normal business hours. The Contractor shall maintain a system sufficient to permit any audit by CareerSource or its agents under this Agreement and with the requirements of Section 443.1715(1), F.S., and 20 CFR Part 603. Logs relevant to such audits activities shall be retained for a minimum of one year.

III. **Exchange of Information Between the Parties:**

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. **Confidentiality and Public Access:**

A. All documents, papers, computer files and other electronic media such as magnetic tapes, discs, thumb drives, laptops, and letters or other materials made, copied or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in accordance with Federal, State, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. The Contractor, Contractor staff, Contractor employees, CareerSource, contractors, subcontractors and their employees or agents may obtain access to information that is otherwise confidential after receiving training and executing the required confidentiality agreements. However, that access does not alter the confidential nature of the information. It is incumbent upon the Contractor, Contractor staff, and Contractor's contractors, subcontractors, subcontractors, subsequent subcontractors and their employees or agents to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to CareerSource's records management procedures and follow the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as DEO Policies 1.02. Confidentiality of Records and Public Records Request, and 1.06, Processing Public Records Requests located on the DEO Intranet.

V. **Indemnity:**

The Contractor is an independent contractor and shall carry out, exercise and execute its duties under this agreement as an independent contractor. In discharging said duties and responsibilities, the Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. To the extent allowed by law, the Contractor agrees to defend, indemnify, and hold CareerSource, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney’s fees, and expenses which arise out of, or are the result of the Contractor’s negligent performance or negligent non-performance of this Agreement.

VI. **Termination of the Agreement:**

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty days of written notice by either party. The CareerSource reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by the CareerSource.

B. If CareerSource, in its sole discretion, determines that the Contractor has failed to comply with any provision of this Agreement, CareerSource may immediately terminate or suspend the Contractor's participation in the Agreement until the CareerSource is satisfied that corrective action has been taken by Contractor. If CareerSource suspends the Contractor's participation in the Agreement for corrective action, and CareerSource, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, it may terminate the Contractor’s participation in the Agreement.

C. If this Agreement is terminated pursuant to this section, CareerSource will take appropriate action to ensure that workforce services are not interrupted. Termination of this Agreement may impact the Contractor’s ability to perform under the Agreement, and may result in further action being taken by the CareerSource.
VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of Contractor.

SIGNATURES

In witness whereof, the parties have hereunto set their hands and seals the day and year set forth.

APPROVED BY: CareerSource

BY: [Signature]

Signed CareerSource Palm Beach County, Inc.
President/CEO, Steve Craig

DATE: 4/25/19

APPROVED BY: Contractor

BY: [Signature]

Signed The Lord's Place, Inc.
Chief Executive Officer, Diane Stanley

DATE: 3/19/19

WITNESS: [Signature]

Mary Muller

DATE: 3/19/19

No. 51907 Page 13 of 18
EXHIBIT “B-1”

CAREERSOURCE PALM BEACH COUNTY INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the State of Florida Department of Economic Opportunity (Department or DEO) and CareerSource Palm Beach County made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification Agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the Board’s Regional Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the Department.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Department. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to...
imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: [Signature]  Date: 3-5-2019
Print Employee Name: [Tim Doreets]
Address: [The Lords Place]
2808 N Australian Ave
West Palm Beach, FL 33407
Work Telephone: 561-494-0125
E-Mail: [jtjoads@thelordsplace.org]
Witness: [Joni Reed]
Name Printed: [Joni Reed]
Signature: [Signature]  Date: 3-5-19
EXHIBIT "B-1"

CAREERSOURCE PALM BEACH COUNTY INDIVIDUAL NON-DISCLOSURE
AND CONFIDENTIALITY CERTIFICATION FORM

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4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the Board’s Regional Security Officer.

5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.

6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.

7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.

8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the Department.

9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

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Subrecipient Agreement No. S19-007
imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: [Signature]  Date: 3-5-19
Print Employee Name: [Printed Name]
Address: 2808 N. Australian Avenue
          West Palm Beach, FLA 33407

Work Telephone: 561-581-4641
E-Mail: jreed@thelordsplace.org

Witness: [Signature]  Date: 3-5-19
Name Printed: [Printed Name]
EXHIBIT "B-1"

CAREERSOURCE PALM BEACH COUNTY INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

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Employee Signature: Jacqueline Orris
Print Employee Name: Jacqueline Orris
Address: 13059 59th St N
Royal Palm Beach, FL 33411

Work Telephone: 5614336030
E-Mail: jorriss@thelordsplace.org
Witness: James Rhoads
Name Printed
Signature
Date 3-5-2019
EXHIBIT "B-1"

CAREERSOURCE PALM BEACH COUNTY INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

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Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: ___________________________ Date: 3/5/19

Print Employee Name: James Martin

Address: 2808 N Australian Ave, West Palm Beach, FL 33407

Work Telephone: (561) 578-4838

E-Mail: martine@thebodyplace.org

Witness: James Smith

Name Printed ___________________________

Signature __________________________________

Date: 3-5-2019
I. **Program Strategy and Work Plan**
Contractor agrees to perform the below services for sixty (60) WIOA eligible participants who are 18 years or older and are either: (1) currently incarcerated or were incarcerated during their lifetime and are homeless or (2) homeless, as defined by WIOA sec. 3.24(G). Assessment and enrollment will take place within 9 months of the contract start date. Contractor shall meet monthly with CareerSource and submit monthly written progress reports as agreed to by CareerSource regarding Contractor’s progress in performing the below services. Contractor’s Job Training Instructor/Coach will complete full data input including but not limited to, case notes and participant activities in the current State of Florida data entry system.

II. **Contractor Shall Achieve The Following Goals And Objectives:**

**Program Implementation:** Recruit & Enroll 60 Participants
- Provide assessment of individuals to select program candidates mostly likely to achieve success and refer to appropriate training opportunities
- Operate Social Enterprise training model as a formal academic program
- Enhance placement component by identifying, educating and engaging local businesses to agree to hire participants

**Short Term Outcomes:** Train 42 Participants
- Participants will gain new employability skills and training opportunities
- Participants will have access to new jobs
- Participants will have positive support to navigate services systems
- Community business leaders and small business owners will see the benefit of mentoring and hiring participants

**Intermediate Outcomes:** Place 25 Participants in Unsubsidized Employment
- Participants will gain and maintain employment
- Participants will increase their income
- Participants will be able to stabilize financially while in program

**Long Term Outcomes:**
- Homelessness will decrease for all participants
- Participants will be empowered
- Participants will achieve economic stability and self-sufficiency
- Participants will maintain safe, decent, affordable, permanent housing
- Participants will regularly save income
- Participants will improve credit and begin building assets

III. **Contractor Shall Achieve The Following Goals And Objectives:**
- Identify referral sources
- Identify 60 participants and enroll in the State of Florida data entry system
- Participants are assessed and referred to appropriate training opportunities that will lead to employment outcomes
- 42 participants will complete employability skills training
- The Employment Case Manager will maintain case notes and participant activities in the State of Florida data entry system.
- Engage with local businesses to encourage hiring participants
- Educate local employers about the benefits of hiring candidates who are supported by Employment Case Managers
- 25 participants will obtain unsubsidized employment
- Job training coaching will continue pre-placement and post placement services

IV. **Strategies For Participants To Obtain Employment:**

**Assessment**
- Initial Assessment using University Rode Island Change Assessment Scale
- Development of Individual Employment Service Plan (IESP) and/or Career Plan
- Ongoing assessment throughout participation
- Continued use of performance assessments to evaluate daily, weekly, and monthly progress as well as monitor participant’s strengths and deficiencies

**Formal Job Readiness Class**
- Classroom employment skills training

**Job Coaching**
- One-on-one and or group job coaching to assist with employment
- Session up to 1 hour in length at the minimum frequency of 1X per month
- Sessions continue for 90 days after employment at a minimum of 1X per month

**Life Coaching**
- One-on-one and or group life coaching to assist with employment as needed.
Job Placement
- Staff network in community to develop job leads.
- Participants matched with job opportunities bases on career Plan and or IESP goals

Main Classroom and Learning Center
- Weekly Job Ready Instruction
- Weekly workshops
- Conducting Mock Interviews
- Computer Lab Accessibility

Culinary Long Term Transitional Work Experience Training Program
- Multi-tiered, intensive training program at Joshua Catering Company
- Full work week with one day devoted to life skills T4C or other approved cognitive behavioral curriculum
- Based on participant progress, program may be completed within a three to nine-month time frame

Retail Long Term Transitional Work Experience Training Program
- Multi-tiered, intensive training program at Contractor's thrift store
- Full work week with one day devoted to life skills T4C or other approved cognitive behavioral curriculum
- Based on participant progress, program may be completed within a three to nine-month time frame

Other Transitional Work Experience Training Programs
- On the job training with community partners i.e. repairing and cleaning bikes, city beautification and or computer IT repair
- Full/part time work week with one day devoted to life skills T4C or other approved cognitive behavioral curriculum
- Based on participant progress, program timeframe may vary from 2- 3 months

Clerical Short Term Transitional Work Experience Training Program
- Multi-tiered, intensive training program
- Full work week with one day devoted to life skills T4C or other approved cognitive behavioral curriculum
- Based on participant progress, program may be completed within a two-month time frame

Identifying prospective employers – Employers will be identified based on the field relevant to the participant’s skills. These fields include, but will not be limited to retail, customer service, food service, and clerical/administrative.

The Employment Specialist – Participants will meet with the Employment Specialist to assist them in matching their skills to prospective employers. Participants will also receive help with employment applications and advice for the interview process. The Employment Specialist will assist in the placement of participant as well as follow-up with participants and employers during the first few months of employment to ensure everyone’s needs are being met.

Community Outreach – A Job Developer will engage with local businesses and organizations that offer employment in the above fields to educate local employers regarding hiring participants and the advantage working with employees who have support. Research and experience have proven that building strong relationships with employers is key to helping homeless and formerly homeless participants gain employment. The more an employer trusts the process, the more likely they will be to take a chance on hiring a qualified participant. These efforts are accomplished through participation in Business Networking events.

V. On-the-Job Training, Apprenticeships And Other Training

Job Readiness Instruction – Students will attend a comprehensive job readiness preparation class conducted by the Training Instructor/Employment Specialist. Participants receive a certificate of completion and will demonstrate competency in the following behavioral skills:
- Explaining their past history or employment
- Understanding appropriate body language and speech
- Understanding what to bring to an interview
- The ability to present themselves in a positive and professional manner (physically and verbally)
- Understanding what is appropriate attire for an interview (the Job Training Coach will assist students in obtaining appropriate interview attire through an employment clothing closet.)
- Create a current resume and reference page
- Update and cater resume to fit specific job positions.
- Understand what may be included in a background check and how to discuss “questionable” situations appropriately in an interview.
- Proficiency in utilizing a variety of job search methods, and strategies and techniques
- Demonstrate improved soft skills, including taking direction and working effectively with others.
- Mastery of daily, weekly, and monthly performance objectives as signed off by training supervisors

Job Training Coaching – The Employment Specialist will supervise participants who are participating in training programs. They meet with participants to provide one-on-one job coaching and placement services according to the Individual Employment Service Plan. After completing the Job Readiness program, participants begin to meet regularly with the
Employment Specialist for individual or small group participants with similar employment goals) to implement their Individual Employment Service Plan.

Learning Center—The center is an extension of the Job Training classroom curriculum for additional instruction in technology and advanced job search strategies. Employment Specialists, and Community Volunteers offer expertise in specific subject areas that focus on gaining and maintaining employment and appropriate Workplace Behaviors. Additional services include referral to reading, writing, basic math, and GED preparation. Financial awareness training will be provided through by a qualified provider or in conjunction with a financial coaching model to provide a tailored approach to support participants’ financial empowerment.

Contractor shall meet or exceed the below benchmarks:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Total # of Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Recruitment and Enrollment</td>
<td>60</td>
</tr>
<tr>
<td>2. Employability Skills Training</td>
<td>42</td>
</tr>
<tr>
<td>3. Job Placement</td>
<td>25</td>
</tr>
</tbody>
</table>

1. Recruitment and Enrollment—Contractor will recruit and enroll a minimum of 60 WIOA eligible and suitable participants who are 18 years or older and are either: (1) currently incarcerated or were incarcerated during their lifetime and are homeless, or (2) homeless, as defined by WIOA sec. 3.24(G). All enrolled participants will be recorded in State of Florida data entry system by Contractor.

2. Employability Skills Training—42 participants will successfully complete the job readiness instruction course and receive a Job Ready Graduation certificate of completion.

3. Job Placement—25 participants will obtain unsubsidized employment. Written employment verification will be proof of employment.

NOTE: Participants who were recruited and enrolled in the Program during a previous year and were neither invoiced by Contractor nor paid by CareerSource, may be carried forward, served and invoiced during the term of this Agreement for the employable skills training and job placement unit price benchmarks.

VI. COST REIMBURSEMENT LINE ITEM BUDGET

Payment to Contractor shall be cost reimbursement. The total cost reimbursement to be paid to Contractor for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by CareerSource in a written amendment to the Agreement. Twelve monthly cost reimbursement invoices shall be submitted by Contractor to CareerSource by the 10th of each month. In the event the 10th falls on a Saturday or Sunday, the monthly cost reimbursement invoice will be due on the following Monday. The monthly invoice shall be sent to the ATTN: WIOA Senior Director, CareerSource Palm Beach County, Inc. 3400 Belvedere Road, West Palm Beach, Florida 33406. The amount budgeted for each Cost Reimbursement Budget Cost Category Line Item shall be proportionately distributed over the contract period unless otherwise specifically and particularly stated in the Cost Reimbursement Budget. A cost allocation plan must be submitted by Contractor and approved by CareerSource no later than July 31, 2019 containing such allocated costs. All payroll expenditures must include Personal Activity Reports (PARs), payroll registers, and other documents, as needed, to support invoiced expenditures billed to the Agreement. State and Federal funds provided by CareerSource to Contractor shall not be used directly or indirectly to pay for meals, food, or beverages. Contractor shall submit the monthly invoice in an approved format to be determined by CareerSource. Upon submission of an invoice by Contractor, Contractor certifies the expenses have been paid in full by Contractor and there is no other source of funding to reimburse Contractor for the expenses and therefore Contractor requests reimbursement from CareerSource.

<table>
<thead>
<tr>
<th>Cost Reimbursement Line Item Budget</th>
<th>CareerSource Funding $</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Salaries</td>
<td></td>
</tr>
<tr>
<td>1. Job Training Instructor (2.08 FTE) and Transitional Jobs Salary &amp; Fringe Benefits</td>
<td>111,933</td>
</tr>
<tr>
<td>2. Program Management (0.7 FTE) Salary &amp; Fringe Benefits</td>
<td>37,411</td>
</tr>
<tr>
<td>3. Employment Case Managers (1.53 FTE) Salary &amp; Fringe Benefits</td>
<td>89,384</td>
</tr>
<tr>
<td>4. Job Developer (0.56 FTE) Salary &amp; Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>B. Staff Transportation</td>
<td>1,000</td>
</tr>
<tr>
<td>C. Participant Costs: stipends, program supplies, participant training, certifications, education, bus passes</td>
<td>33,000</td>
</tr>
<tr>
<td>D. Indirect 10%</td>
<td>27,272</td>
</tr>
<tr>
<td>E. TOTAL</td>
<td>300,000</td>
</tr>
</tbody>
</table>

Subrecipient Agreement No. S19-007
CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement and certification is submitted to CareerSource Palm Beach County by:

   [Signature]
   [Name]
   [Title]

   [Print Name of Contractor Submitting Sworn Statement]

   whose business address is [Address]
   and its Federal Employer Identification Number is [Number].

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of
the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, CHECK ONE ONLY):

   _Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime._

   _The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime._

   _The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)._ 

I UNDERSTAND THAT I AM REQUIRED TO INFORM CAREERSOURCE PALM BEACH COUNTY PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_Diana Stanley, CEO_

Name Printed & Title of Highest Ranking Officer Such As The President/CEO Certifying As Contractor's Representative

_Signature of Certifying Contractor Representative_

STATE OF   __FLORIDA__

COUNTY OF __PALM BEACH__

Personally appeared before me,   __DIANA STANLEY__

who, after first being sworn by me, affixed his/her signature in the space provided above on this

   _19TH day of MARCH, 2019_

(NOTARY PUBLIC) My Commission Expires

_19TH February, 2024_

ELIZABETH B. VOGLE

MY COMMISSION # GG69476

EXPIRES: February 19, 2021
1) This sworn statement and certification is submitted to CareerSource Palm Beach County by:

Diana Stanley, CEO

(Print Individual's Name & Title Highest Ranking Officer Such As The President/CEO)

for The Lord's Place, Inc.

(Print Name of Contractor Submitting Sworn Statement)

whose business address is 2508 N. Australian Ave, West Palm Beach

and its Federal Employer Identification Number is 59-2240500

The Contractor agrees to and certifies, to the best of the Contractor's knowledge and belief, that:

2) Contractor has and shall comply with the Federal Regulations implementing Executive Order 12505, Debarment and Suspension 29 CFR Part 98, and in doing so provides to CareerSource Palm Beach County, this certification that neither Contractor, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

3) Additionally, the Contractor shall comply with said regulation and requirement with regards to its Contractors or assignees. It shall ensure and require the same certification from its Contractors or assignees, which shall be forwarded to CareerSource Palm Beach County along with the notification of assignment or subcontract of the Contract.

Diana Stanley, CEO

(Name & Title Printed of Certifying Contractor Representative)

Signature of Certifying Contractor Representative

STATE OF Florida

COUNTY OF Palm Beach

Personally appeared before me, Diana Stanley

who, after first being sworn by me, affixed his/her signature in the space provided above on this

19th day of March 2021

(STATutory PUBLIC) My Commission Expires:

ELIZABETH B. VOGELE

MY COMMISSION # 0069476

EXPIRES: February 19, 2023

Page 3 of 4
CERTIFICATION & SWORN STATEMENT LOBBYING

1) This sworn statement and certification is submitted to CareerSource Palm Beach County by:

*Diana Stanley, CEO*

(Print Individual's Name & Title Highest Ranking Officer Such As The President/CEO)

for

*The Lord’s Place, Inc.*

(Print Name of Contractor Submitting Sworn Statement)

whose business address is **2508 N. Australian Ave, West Palm Beach, FL**

and its Federal Employer Identification Number is **59-2240502**

The Contractor agrees to and certifies, to the best of the Contractor's knowledge and belief, that:

2) As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, in providing the services to the community as described in the Contract between CareerSource Palm Beach County and Contractor, that Contractor is performing a public function and shall, during the period of the Contract, refrain from endorsing political candidates and taking other political actions that would be illegal if taken by the CareerSource Palm Beach County.

3) 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 a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5) The undersigned shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* Contractors shall certify and disclose accordingly.

This certification is a material representative 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 1362, Title 31, U.S. 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.

*Signature of Certifying Contractor Representative*

STATE OF **Florida**

COUNTY OF **Palm Beach**

Personally appeared before me, **Diana Stanley** who,

after first being sworn by me, affixed his/her signature in the space provided above on this

1919 day of **March** 2019

*Signature of Certifying Contractor Representative*

CERTIFICATION FORMS
FORM 3 OF 3
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

TO: CareerSource Palm Beach County Vendors
FROM: CareerSource Palm Beach County
RE: Conflict of Interest Disclosure

To avoid a conflict of interest, all vendors who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource Palm Beach County (CareerSource) or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must clearly disclose such a relationship by completing and submitting this form when submitting a bid/submittal/quote/proposal (quote) to CareerSource. For purposes of this procedure, vendor, contractor and subrecipient are the same.

Financial or family relationships with vendors will disqualify a CareerSource or Consortium staff member or CareerSource Board, CareerSource Committee or Consortium member from participating in the discussion and voting to fund quotes and will also disqualify any individual from evaluating quotes. Contracts with an organization or individual represented on the CareerSource Board of Directors must be approved by a two-thirds vote of the entire CareerSource Board, and the CareerSource Board member who could benefit financially from the transaction must abstain from voting on the contract. Contracts with a CareerSource Board member or other person or entity as defined in paragraph Section 112.312(2), F.S. must be reviewed by the Florida Department of Economic Opportunity and approved by CareerSource Florida, Inc. If the work/services or product provided in the quote requires prior approval of the CareerSource Board of Directors and impacts the CareerSource’s ability to perform its duties/tasks in a timely manner or in the event of an emergency as determined by the President/CEO, the quote submitted by the vendor who has a conflict of interest relationship will not be considered by CareerSource.

In the space provided below, please identify any such relationships as defined in Section 112.3143, F.S. or state that none exist at this time. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Relationship To You</th>
<th>Relationship To CareerSource</th>
</tr>
</thead>
<tbody>
<tr>
<td>None exist</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CHECK ONE BELOW:

_____ Yes, a relationship exists as defined in Section 112.3143, F.S.;

OR

_____ No, at this time I do not have a relationship as defined in Section 112.3143, F.S.

Diane Stanley, CEO

Printed Name & Title (Must Be Highest Ranking Officer Such As The President/CEO of Vendor)

Signature (Must Be Highest Ranking Officer Such As The President/CEO) Date 3/19/19

Note any person who files an action protesting a decision or intended decision pertaining to contracts administered by CareerSource shall follow the requirements of CareerSource’s Procurement, Contract Award and Provider Protests policy which states any protest of a contract award following the termination of a procurement process must be filed in writing and delivered to the CareerSource President/CEO within seventy two hours of the publication of the award. The CareerSource President/CEO’s address is 3400 Belvedere Road, West Palm Beach, Florida 33406 and e-mail address is scraig@careersourcepbc.com. The time of the publication of the award shall be the date at which notice of the award is published by CareerSource (the date at the top of this letter). Failure to file within seventy two hours of the publication of the award shall constitute a waiver of all rights and no other opportunity to protest the award of the contract will be considered. You may obtain a copy of CareerSource’s Procurement, Contract Award and Provider Protests policy on the CareerSource website at careersourcepbc.com. Click on the link “Doing Business With Us”. Then scroll down the drop down menu and open the document named “CareerSource Procurement, Contract Award and Provider Protests Policy”. You may also obtain a hard copy of the CareerSource Procurement, Contract Award and Provider Protests Policy by contacting the CareerSource President/CEO at (561) 340-1060, Ext. 2221 or scraig@careersourcepbc.com.
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
PALM BEACH STATE COLLEGE
4200 Congress Avenue, Station 60, Lake Worth, Florida 33462

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by Palm Beach State College ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. Provision of Services
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide “CareerSource” and “American Job Center Network” branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).

Page 1 (12/18/17)
6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   3400 Belvedere Road, West Palm Beach, Florida 33406
   Telephone Number: 561-340-1060 Ext. 2221          Fax Number: 561-340-1062
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Dr. Ava Parker, President
   4200 Congress Avenue, Station 60, Lake Worth, Florida 33462
   Telephone Number: (561) 868-3501 Fax Number: (561) 868-3504
   E-mail: avaparker@palmbeachstate.edu

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA, federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner’s infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

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

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

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80) Partner agrees that it will comply fully with the following:

1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking


5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY: CareerSource Palm Beach County, Inc.        APPROVED BY: Palm Beach State College

BY:        BY:

Name: Steve Craig          Name: Ava Parker
Title: President/CEO        Title: President
Date: 1-22-18                Date: 1-19-18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_________________________________________________________
Legal Counsel
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year's expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
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MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
SCHOOL BOARD OF PALM BEACH COUNTY
3300 Forest Hill Boulevard, West Palm Beach, Florida 33406

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by the School Board of Palm Beach County, Florida ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO  
   3400 Belvedere Road, West Palm Beach, Florida 33406  
   Telephone Number: 561-340-1060 Ext. 2221  
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Jane Kim, Manager, Operations/Special Projects  
   Department of Adult and Community Education  
   4200 Purdy Lane, Bldg. 50-103, Palm Springs, FL 33461  
   Telephone Number: (561) 649-6012  
   E-Mail: jane.kim@palmbeachschools.org

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA, federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in “Attachment 1” will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner’s infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:
   a) remedy the imbalance of non-physically represented Partners, and
   b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

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

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

XIV. CERTIFICATION REGARDING DEBARTMENT, SUSPENSION AND OTHER MATTERS  Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XV. INDEPENDENT CONTRACTOR  In the execution of this MOU and rendering of services prescribed by this MOU, Partner shall maintain at all times its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall not have nor exercise any control or direction over the methods by which the Partner shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this MOU, act of Partner in the performance of this MOU, or act of CareerSource in the performance of this MOU, shall be construed as making Partner the agent, servant or employee of the CareerSource.

XVI. INDEMNIFICATION/HOLD HARMLESS  Subject to the limits of Section 768.28, Florida Statutes or Federal law or regulation, and without waiving any defense or immunity, Partner shall be liable, and agrees to be liable, for and shall indemnify, defend, and hold harmless CareerSource, any of its directors, employees, or agents, officers or assigns, and the Palm Beach County Board of County Commissioners and the Palm Beach County Workforce Development Consortium from liability of any nature and kind, including costs, expenses, and attorney’s fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Partner or any employee, agent, subcontractor, or representative of the Partner.

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

XVII. NON-ASSIGNABILITY CLAUSE  This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)  CareerSource and Partner agree that it will comply fully with the following:
  1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
  5) Section 554 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
  6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented by Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

XXI. COMMERCIAL NONDISCRIMINATION

CareerSource shall not discriminate on the basis of race, gender, gender identify or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. CareerSource shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. CareerSource understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

XXII. CONFIDENTIALITY OF STUDENT INFORMATION (IF CONFIDENTIAL INFORMATION WILL BE PROVIDED TO CAREER SOURCE)

CareerSource is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, CareerSource acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records. CareerSource will receive student information. Since parental consent will not be obtained and CareerSource has legitimate educational interests in the information, CareerSource shall hereby be deemed a “school official” in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSO 2220).
XXIII. GOVERNING LAW AND VENUE
This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

XXIV. INSPECTOR GENERAL
In the event this Agreement involves a purchase in accordance with Policy 6.14, CareerSource agrees and understands that the School District's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by CareerSource with regard to the Agreement. CareerSource’s employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, CareerSource understands, acknowledges and agrees to abide by School Board Policy 1.092.

XXV. PUBLIC RECORDS COMPLIANCE
CareerSource shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.

b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CareerSource does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of CareerSource or keep and maintain public records required by the Board to perform the service. If CareerSource transfers all public records to the Board upon completion of the Agreement, CareerSource shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CareerSource keeps and maintains public records upon completion of the Agreement, CareerSource shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of CareerSource to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF CAREERSOURCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

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

APPROVED BY: CareerSource Palm Beach County, Inc.

BY: ____________________________
Name: Steve Craig
Title: President/CEO
Date: 2-6-18

APPROVED BY: School Board of Palm Beach County, Florida

BY: ____________________________
Name: Dr. Robert Avossa, Ed.D.
Title: Superintendent of Schools
Date: 2-11-18

Reviewed and Approved as to Legal Sufficiency

[Signature]
2/22/18
## Labor Hours/FTE

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<th>Description</th>
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<td>Utilities</td>
<td>$41,861</td>
<td>$532</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$36,376</td>
<td>$462</td>
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<tr>
<td>Record Storage &amp; Maintenance</td>
<td>$13,922</td>
<td>$177</td>
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<tr>
<td>IT Supplies</td>
<td>$28,731</td>
<td>$365</td>
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<tr>
<td>Office Supplies</td>
<td>$42,000</td>
<td>$534</td>
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<tr>
<td>Other</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>Total Infrastructure Costs</strong></td>
<td><strong>$1,070,224</strong></td>
<td><strong>$13,603</strong></td>
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</tbody>
</table>

## Additional One Stop Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>One Stop Delivery System</th>
<th>Adult Ed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career Services Staff</td>
<td>$491,569</td>
<td>$6,248</td>
</tr>
<tr>
<td>IT Staff-Shared Cost</td>
<td>$395,532</td>
<td>$5,027</td>
</tr>
<tr>
<td>Front Desk/Center Mgr</td>
<td>$97,917</td>
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</tr>
<tr>
<td>DEO Career Services Staff</td>
<td>$501,325</td>
<td>$6,372</td>
</tr>
<tr>
<td>Temp Services (1 FTE)</td>
<td>$50,000</td>
<td>$636</td>
</tr>
<tr>
<td>Furniture/Equipment</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Indirect Cost (.1429)</td>
<td>$297,905</td>
<td>$3,786</td>
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<td><strong>Total Additional One Stop Expense</strong></td>
<td><strong>$1,834,248</strong></td>
<td><strong>$23,314</strong></td>
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## Total/Total Infrastructure and Additional One Stop Costs

<table>
<thead>
<tr>
<th>Description</th>
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<th>Adult Ed</th>
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<tr>
<td><strong>Total/Total Infrastructure and Additional One Stop Costs</strong></td>
<td><strong>$2,904,472</strong></td>
<td><strong>$36,916</strong></td>
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## In Kind Costs

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>In Kind Costs</strong></td>
<td><strong>(78,795)</strong></td>
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</tbody>
</table>

**Estimated Amount Due to CareerSource Palm Beach County**

$0
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
AARP FOUNDATION, SCSEP
3951 North Haverhill Road, West Palm Beach, Florida 33417

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by the AARP Foundation, SCSEP ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Seasonal Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blinc Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   3400 Belvedere Road, West Palm Beach, Florida 33406
   Telephone Number: 561-340-1080 Ext. 2221  Fax Number: 561-340-1062
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Name: Ted Simpkins, Project Director
   Address: 3951 North Haverhill Road, West Palm Beach, Florida 33417
   Telephone Number: (561) 471-9828 Fax Number: (561) 471-9831
   E-Mail: tsimpkins@aarp.org

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner’s infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

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

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

XVII. NON-ASSIGNABILITY CLAUSE
This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)
Partner agrees that it will comply fully with the following:
1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontracts not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontracts to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS Clean Air and Water Act. When applicable, if this MOU is in excess of $100,000, Partner shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1365 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Partner shall report any violation of the above to the CareerSource. Energy Efficiency: Partner shall comply with mandatory standards and policies related to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Partner will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11980; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING
CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY: CareerSource Palm Beach County, Inc. 

BY:  
Name: Steve Craig  
Title: President/CEO  
Date: 12-19-17  

APPROVED BY: AARP Foundation, SCSEP  

BY:  
Name: Demetri Antzoulatos  
Title: VP, Finance and Operations  
Date: 12-19-17
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year's expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greater directing employers and customers to the services or staff that are available in that one-stop center.
<table>
<thead>
<tr>
<th>Labor Hours/FTE</th>
<th>One Stop Delivery System</th>
<th>AARP</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$119.00</td>
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<td></td>
<td>97.58%</td>
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<tr>
<td>Infrastructure Expense</td>
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<tr>
<td>Leases</td>
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<td>Liability/Property/Other Insurance</td>
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<td>Copiers</td>
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<td>Telephone/Internet</td>
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<td>IT Licenses/Fees</td>
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<td>Utilities</td>
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<td>Facilities Maintenance</td>
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<td>IT Supplies</td>
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<td>Office Supplies</td>
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<td>Other</td>
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<td>$0</td>
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<td>Total Infrastructure Costs</td>
<td>$1,070,224</td>
<td>$1,755</td>
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<tr>
<td>Additional One Stop Costs</td>
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<td>Career Services Staff</td>
<td>$491,569</td>
<td>$806</td>
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<td>IT Staff-Shared Cost</td>
<td>$395,572</td>
<td>$649</td>
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<tr>
<td>DEO Career Services Staff</td>
<td>$501,325</td>
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<td>Temp Services (1 FTE)</td>
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<td>$4,763</td>
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Estimated Amount Due to CareerSource Palm Beach County $4,763
## FINANCIAL RESPONSIBILITY AND EXECUTIVE ACTION GOALS AND OBJECTIVES

<table>
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<th>Tasks</th>
<th>Lead</th>
<th>Support Req.</th>
<th>EDOC</th>
<th>Status</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>1. Review and revise as necessary all policies and procedures to be in compliance with WIOA and state guidelines.</td>
<td>Tom Veenstra</td>
<td>Sharon Brea &amp; Peter Pignataro</td>
<td>6/30/2017</td>
<td>On-Going</td>
<td>Completed review of all internal policies and procedures. Additional revisions will occur after state plan and guidelines received.</td>
</tr>
<tr>
<td>3. Revise and adjust mission and vision statements (Draft) Purpose: &quot;Connecting Businesses with Talent&quot; (Draft) Vision: “To be recognized as the go to resource for all employment needs” (Draft) Three-year Mission: “To effectively implement WIOA, making the necessary changes to ensure its success”</td>
<td>Steve Craig</td>
<td></td>
<td>12/31/2016</td>
<td>Complete</td>
<td>Part #2 of above</td>
</tr>
<tr>
<td>4. Develop and Implement Committee Structure designed to engage Board Members in meaningful Workforce activities and ensure Board Participation on all Policy Level Decisions and transparency AT ALL LEVELS of Workforce organization.</td>
<td>Steve Craig</td>
<td></td>
<td>8/31/2015</td>
<td>Complete</td>
<td>Steve discussed a new Committee &quot;One Stop Operations&quot; and recommended replacing the Youth Council with a standing Youth Committee. Other recommendations presented at the June 5, 2015 (Executive Committee) and approved at the June 18, 2015 (Board meeting).</td>
</tr>
<tr>
<td>5. Ensure organization remains at forefront of industry trends and has agility to effectively respond to new trends/opportunities.</td>
<td>Gerry Genovese</td>
<td>Norman Cushon</td>
<td></td>
<td>On-Going</td>
<td>Attend industry webinars, workshops and state conference calls and meetings</td>
</tr>
<tr>
<td>6. Work with the other regions to look at ways to streamline processes through collaboration (Example: ITA’s, OJT’s, work experience, support services, purchasing and procurement, audit services, payroll, HR, IT, Health Care, BLN, Teacher to Work).</td>
<td>Steve Craig</td>
<td>Gerry Genovese</td>
<td>6/30/2017</td>
<td></td>
<td>Recent meetings with R23, R22 and R20 CEOs on collaborations.</td>
</tr>
<tr>
<td>7. Look at various fee for service ideas:</td>
<td>Steve Craig</td>
<td>Gerry, Norman, Michael</td>
<td>6/30/2017</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. July 10 - All staff meeting
2. Sept 9 - Sickle Cell-Abration Awareness Walk
3. Sept 21-23 state training
4. Oct 9 - pre-Oct 12 event survey
5. Oct 12 All day training event
6. Oct. 12 survey re: communications, teamwork, engagement
7. Oct 12 - communicated CSPBC overarching goals
9. Oct 23 - Survey feedback at All Staff Meeting
10. Oct 24 - Every Boob Counts (breast cancer) walk
11. Oct 30 Pumpkin/Cube decorating contest/event
12. Nov 2, 16, 19 - Staff safety training - Workplace Violence Prevention/Response by PBSO
13. Nov 4 - Suggestion box email implemented
Identifies items added.
14. Dec. 9 - Holiday luncheon, cube/ornament decorating contest (morale booster)
15. Dec. 11 - All Staff Meeting - various employees recognized, suggestion box feedback, and organizational information shared with staff (morale booster, team building through communication, training)
16. Jan. 15, 2016 - All Staff Meeting - various employees recognized and organizational information shared with staff (morale booster, team building through communication, training)
17. Jan. 30, 2016 - Komen Race for the Cure (morale booster)
18. Feb. 5 - Consortium staff wellness fair (morale booster)
19. Feb. 10 - Safety Coordinator training (training)
Identifies items added.
We have also created new annual training plans

Mary Fleming  Michael Corbit, Norman Cushon  On-Going
<table>
<thead>
<tr>
<th>Tasks</th>
<th>Lead</th>
<th>Support Req.</th>
<th>EDOC</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Conduct annual Youth planning meetings to evaluate the entire youth program to include; but not limited to, services provided, funding, ROI, program effectiveness, etc. Based on the evaluation results, develop specific recommendations for improvement and/or expansion, measurable goals, recommended changes/additions, and funding needed to fill gaps.</td>
<td>Holly Carson</td>
<td>Gerry Genovese</td>
<td>5/30/2016</td>
<td>On-Going</td>
<td>Holly Carson/Dr. Johnson led a Youth Committee meeting on January 28, 2016. This is one of five program year 15-16 Youth Committee meetings. Included in the 1/28 meeting: Youth Outcomes/Goals for PY 15-16, a presentation on serving youth with disabilities, and industry sector and employment trends. The Youth department is also pursuing a USDOL grant for Summer Youth funding. The application is due March 25, 2016 and can be up to $2 million per regional workforce board.</td>
</tr>
<tr>
<td>2 Work with the school district to develop a counselor position for the western communities. This new position would be in collaboration with PBSC, West Tech, and Adult Ed. The primary focus of this new position is student engagement, outreach for students 17-24, focus on GED’s and career pathways. Jointly develop MOU and job description. Develop goals.</td>
<td>Michelle Dryer</td>
<td></td>
<td>In Process 12/30/2015</td>
<td>12/30/2015</td>
<td>Referred to youth committee for reporting purposes. A meeting will be held with top School District Administrators (Adult Ed, Chief Academic Officer, Alternative Ed) and County Youth Department to establish a ReEngagement Center</td>
</tr>
<tr>
<td>3 Develop the Virtual Career Center (VCC): College Students and Alumni Youth and Young Adults High School Students Develop Career Pathway Links</td>
<td>Michelle Dryer</td>
<td>Gerry Genovese</td>
<td>Tom Veenstra, Gene Wheeler, Eric Tremelling</td>
<td>12/30/2016</td>
<td>*This goal is shared with One-Stop Partners Goals *</td>
</tr>
<tr>
<td>4 Be the Point of Contact for businesses to provide input on curriculum for education. Develop and enhance various tools to mentor students by providing employment opportunities with businesses (Example: internships, apprenticeships, work experience, OJT, etc).</td>
<td>Michelle Dryer</td>
<td></td>
<td>6/30/2017</td>
<td>On-Going</td>
<td>*This goal is shared with One-Stop Partners Goals *</td>
</tr>
<tr>
<td>5 Work with local colleges, universities and the school district to capture graduates for CareerSource (CS) talent pool, to ensure that graduates stay local.</td>
<td>Helen Ott</td>
<td>Michelle Dryer</td>
<td>6/30/2017</td>
<td></td>
<td>*This goal is shared with One-Stop Partners Goals *</td>
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### ONE-STOP PARTNERS GOALS AND OBJECTIVES

<table>
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<tr>
<th>Tasks</th>
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<th>Support Req</th>
<th>EDOC</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Design and implement standardized performance metrics and a reporting structure to monitor and assess the efficiency and effectiveness of all Careersource programs. (Performance metrics for short and long term to be in alignment with state and federal guidelines.)</td>
<td>Ernesto Passarini</td>
<td>Program Directors</td>
<td>12/30/2016</td>
<td>Design of new interactive web page has been started. Input from directors has been gathered and will be incorporated into the design/functionality of the system.</td>
<td></td>
</tr>
<tr>
<td>2 Conduct an evaluation of all programs/departments to determine their effectiveness and efficiency and make specific recommendations for improvement.</td>
<td>Dina Hill, Kathy Bonner, Holly Carson</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>Unit total number of placements is 241. There are 118 training related or 49% (118/241). Industry sectors being served. 41% training dollars allocated to healthcare 29% training dollars allocated to IT. Florida Flex Dollars (12M) to PBC employers to date: $691,268.00 (1 employer) and IW T: $142,591.00 (10 employers)</td>
<td></td>
</tr>
<tr>
<td>Improve WIOA client training to placement outcomes by developing industry related Sector Strategies such as Healthcare, IT and Construction. Utilization of Regional Targeted Occupations List (RTOL) to provide the local area the ability to accommodate current market trends and employer training Assisting employers with obtaining Florida Flex dollars</td>
<td>Kathy Bonner</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>On Going</td>
<td></td>
</tr>
<tr>
<td>Develop and implement new and creative programs for more creative and better utilization of WIOA training dollars Implement Internship and/or Apprenticeship programs in accordance with WIOA guidelines Work with Glades community to provide training programs relevant to industries in Western Palm Beach County</td>
<td>Kathy Bonner</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>On Going</td>
<td></td>
</tr>
<tr>
<td>Implement electronic process for OJT, Scholarship and training provider applications to decrease staff processing time, and insure compliance with all WIOA requirements.</td>
<td>Kathy Bonner</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>On Going</td>
<td></td>
</tr>
<tr>
<td>Implement a continuous monitoring process to insure common measures results meet established goals</td>
<td>Kathy Bonner</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>On Going</td>
<td></td>
</tr>
<tr>
<td>Developed Mobile App for participants, staff, and businesses in order to eliminate the use of paper and save time and developed Time Tracker Software in order to streamline the documentation of participant hours. Reducing cost and time.</td>
<td>Dina Hill</td>
<td>Gerry Genovese</td>
<td>12/30/2016</td>
<td>In Process</td>
<td></td>
</tr>
<tr>
<td>Implementation of peer review model</td>
<td>Dina Hill</td>
<td>Gerry Genovese</td>
<td>6/30/2017</td>
<td>On Going</td>
<td></td>
</tr>
</tbody>
</table>

**Unit total number of placements is 241. There are 118 training related or 49% (118/241). Industry sectors being served. 41% training dollars allocated to healthcare 29% training dollars allocated to IT. Florida Flex Dollars (12M) to PBC employers to date: $691,268.00 (1 employer) and IW T: $142,591.00 (10 employers)**
<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsible Party/Team</th>
<th>Date(s)/Status</th>
</tr>
</thead>
</table>
| 1  | Align with WIOA law, by adding new elements to our Career Prep (CP) program.  
Integrate a Financial Literacy curriculum to promote higher math scores and help young adults master the foundational elements of personal finance.  
Develop strategies to increase our department's performance on Literacy/Numeracy state common measures.  
Implement new credentialing for young adult participants (i.e. Microsoft certification or Work certified program): WIOA stackable credentials that will elevate WIOA's new credential performance measures.  
A new marketing tool for employers to hire our young adults.  
Invest in upgraded technology that all Career Prep participants will be exposed to: The Smartboard interactive display system (with multi-touch technology) revolutionizes the way classmates collaborate with one another.  
Virtualjobshadow.com is an online career exploration tool; a highly engaging, digital resource for our young adults.  
Develop and implement actions to position CareerSource as the leader in market intelligence and expertise in labor market information (LMI) to include; but not limited, of the following elements:  
Send a minimum of one staff member per year to the state for LMI related training.  
3 Develop and implement actions to position CareerSource as the leader in market intelligence and expertise in labor market information (LMI) to include; but not limited, of the following elements:  
Send a minimum of one staff member per year to the state for LMI related training.  
4 Produce or update video(s) to explain and promote services.  
5 Develop and enhance quarterly letter and produce an Annual Organizational Analysis for Board with year to year comparison of performance metrics, analysis of strengths and weaknesses, and specific recommendations for improvement.  
6 Integrate the Stakeholder Community (Participants, Employers, Schools, Community Partners and CareerSource Organizations).  
Assemble/revitalize community and statewide partnerships.  
Communicate with CareerSource Organizations statewide on issues as appropriate.  
Maintain relationships with local, state and elected officials.  
Ensure supply-side community partners (schools, universities, etc.) are made integral to the workforce process; develop meaningful relationships with all local colleges, universities and schools. | Holly Carson  
Gerry Genovese  
6/30/2016  
Complete  
Tom Veenstra  
Peter Pignataro  
10/30/2016  
Complete  
Tom Veenstra  
Gerry Genovese  
6/30/2015  
Complete  
Tom Veenstra  
Gerry Genovese &  
Ernesto Passarini  
10/30/2016  
Complete  
Michelle Dryer  
Steve Craig, Gerry Genovese, Norman Cushon  
On-Going | Department performance goal: must meet 18.9% Literacy/Numeracy Gains (state common measure). According to Linda Knowle’s (DEO) report on 1/7/16, we are currently exceeding our goal.  
Department performance goal: must meet 78% Attainment of Degree or Certificate (state common measure). We are working on implementing a Summer 2016 IT program to integrate Microsoft certifications. This will help us meet our goal of certificate attainment.  
LMI section on careersourcepbc.com expanded/redesigned to include most frequently requested information and reports in easy-to-understand, comprehensive format. Section renamed to “Labor Market Reports” and promoted on website rotators to increase awareness. LMI section visits increased from 405 in Nov. 2015 to 2,829 in Dec. 2015 when changes were completed. Included Performance Analysis Manager in 2 interviews with Palm Beach Post resulting in 2 positive, front-page stories with quotes and attribution to CSPBC.  
Quarterly Business Solutions e-newsletters have been produced on-time since inception in 1Q 2015. Next Annual Organizational Effectiveness Report will cover PY 2015-2016 and produced in Fall 2016.  
CareerSource is an active member of several community-wide initiatives focused on education, career pathways, hard to serve populations and talent pipeline development. Each of these initiatives involve public officials, education leaders, private funders and economic development partners. |
<table>
<thead>
<tr>
<th>7</th>
<th>Meet with WIOA community partners to develop a customer focused delivery system across core programs (enhanced emphasis on those with barriers to employment). Partners such as: Dept. of Education, Voc Rehab, Job Corps, Dept. of Children and Families, AARP and United Way.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Continually assess quality of service delivery: Design process and evaluate One-Stop centers. Develop appropriate measurement of candidate qualifications for referral (exact or related skill matches) and timeliness of referral (time between job order and candidate referral) and other business services.</td>
</tr>
<tr>
<td>9</td>
<td>Develop the Virtual Career Center (VCC): Adult VCC Adult VCC Enhancements Employer Veterans Persons With Disabilities College Students and Alumni Youth and Young Adults High School Students Ex-Offenders Develop Career Pathway Links</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Meeting with VocRehab 5/15/2015 (List all other meeting)</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>CSPBC has conducted multiple meetings with CS Research Coast regarding Work Certified and YES Programs. CSPBC Organizational Development Team has provided upgrades and enhancements to both programs. Next Meeting February 17.</td>
</tr>
<tr>
<td>9</td>
<td>Steve Craig led a discussion with representation from Brian Hirsch, VR Area 5 Director. Discussion points included an emphasis on our shared population of in and out of school youth. Further discussion also included pages 130-133 of the WIOA Task Force implementation recommendations. Brian will share points of contact of VR Unit and Area Supervisors. Guest included: Gerry, Helen, Norm, Kathy, Dina, Holly, Fran, Neely. Jan. 20, 2016</td>
</tr>
</tbody>
</table>

| 7 | In Process | Norman Cushon Steve Craig, Gerry Genovese On-Going; Due 06/30/2017 |
| 8 | In Process | Steve Craig, Gerry Genovese 10/30/2016 |
| 9 | 12/17/2015 Adult VCC Launched with Mobile Applications 12/30/2016 Adult VCC being modified with enhancements Task Team formed for Employer Portal Task Team formed for Veterans Portal Task Team formed for Disability Portal 12/30/2016 *This goal is shared with Youth Comm Goals * Adult |

<p>| 7 | Asset map of all services. |
| 8 | Regionalize ROI based on sharing of resources and funding. |
| 9 | Develop MOU's based on new collaboration. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Be the Point of Contact for businesses to provide input on curriculum for education.</th>
<th>Michelle Dryer and Michael Corbit</th>
<th>6/30/2017</th>
<th>On-Going</th>
<th>*This goal is shared with Youth Comm Goals *</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Work with local colleges, universities and the school district to capture graduates for CareerSource (CS) talent pool, to ensure that graduates stay local.</td>
<td>Helen Ott</td>
<td>Michelle Dryer</td>
<td>6/30/2017</td>
<td>On-Going</td>
</tr>
<tr>
<td>12</td>
<td>Emphasize business engagement: Respond to regional market needs (hospitality, marine). Sector strategies: Advance manufacturing Health Care IT Transportation + Logistics</td>
<td>Helen Ott</td>
<td>Michael Corbit</td>
<td>12/30/2016</td>
<td>On-Going</td>
</tr>
<tr>
<td>13</td>
<td>Develop plans to increase placements (16th or above ranking in Govt's Report)</td>
<td>Helen Ott</td>
<td>12/30/2016</td>
<td>On-Going</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Talent Pool Development: organize efforts that bring together employers in a sector with government education, training, economic development, and labor + community organizations to focus on the workforce needs, this approach gives us an opportunity to address the common needs of employers and generate coordinated solutions.</td>
<td>Helen Ott</td>
<td>Michael Corbit</td>
<td>6/30/2017</td>
<td>On-Going</td>
</tr>
<tr>
<td>15</td>
<td>Implementation of the SNAP Program</td>
<td>Dina Hill</td>
<td>Eric Tremelling, Tom Veenstra</td>
<td>1/3/2016</td>
<td>On-Going</td>
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### Company Wide (WP) Goals

<table>
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<tr>
<th>Placements</th>
<th>18,000</th>
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</thead>
<tbody>
<tr>
<td>Average Wage Rate</td>
<td>$12.00</td>
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### Departmental Goals

#### WIOA Dept Goals

<table>
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<th>Placements</th>
<th>500</th>
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</thead>
<tbody>
<tr>
<td>Average Wage</td>
<td>$23.64</td>
</tr>
<tr>
<td>$ Spent in ITAs</td>
<td>$1.5M</td>
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#### WTP Dept Goals

<table>
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<th>Placements</th>
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</thead>
<tbody>
<tr>
<td>Average Wage</td>
<td>$10.00</td>
</tr>
<tr>
<td>Participation Rate</td>
<td>50%</td>
</tr>
<tr>
<td>ITAs/OJTs</td>
<td>10-15</td>
</tr>
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</table>

#### TTW Dept Goals

| Placements       | 60     |

#### Bus Serv Dept Goals

<table>
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<tr>
<th>Placements</th>
<th>750</th>
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</thead>
<tbody>
<tr>
<td>New Businesses (NB)</td>
<td>4000</td>
</tr>
<tr>
<td>NB with Job Orders</td>
<td>50% of NB</td>
</tr>
<tr>
<td>Exiting Business (EB)</td>
<td>1600</td>
</tr>
<tr>
<td>EB with Job Orders</td>
<td>50% of EB</td>
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</table>

### Youth Dept Goals

<table>
<thead>
<tr>
<th>Placements</th>
<th>120</th>
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<tbody>
<tr>
<td>Funding Allocation</td>
<td>80% in OOS</td>
</tr>
<tr>
<td>$ Spent in ITAs</td>
<td>Up to $25K</td>
</tr>
<tr>
<td>$ Spent in OJTs</td>
<td>Up to $25K</td>
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### TAU Dept Goals

<table>
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<th>Placements</th>
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<td>Referrals</td>
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<tr>
<td>E-Codes</td>
<td>2080</td>
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<tr>
<td>Recruiting Events</td>
<td>432</td>
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### Vet Dept Goals

<table>
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<th>Placements</th>
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<td>Intensive Services</td>
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<tr>
<td>Job Development</td>
<td>240</td>
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<tr>
<td>Outreach (E49)</td>
<td>600</td>
</tr>
<tr>
<td>Workshops and Group Counseling</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>Traffic</td>
</tr>
<tr>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>PY 13-14</td>
<td>129371</td>
</tr>
<tr>
<td>PY 14-15</td>
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<td>PY 15-16</td>
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<td><strong>Goals</strong></td>
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<table>
<thead>
<tr>
<th></th>
<th>WIA</th>
<th>Plx</th>
<th>Ave Wage</th>
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<td>PY 15-16</td>
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<tr>
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<td>PY 15-16</td>
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<td>171</td>
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<td><strong>Goals</strong></td>
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<td>50</td>
<td>$10.00</td>
<td>90</td>
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<th>Plx</th>
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<th>ITA</th>
<th>OJT</th>
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<td><strong>Goals</strong></td>
<td>120</td>
<td>80% in OOS</td>
<td>Spend $25K</td>
<td>Spend $25K</td>
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<table>
<thead>
<tr>
<th></th>
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<th>Ave Wage</th>
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<th>Rate of Plx</th>
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<td>$12.00</td>
<td>n/a</td>
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<tr>
<td><strong>Change</strong></td>
<td>20%</td>
<td>7%</td>
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<table>
<thead>
<tr>
<th></th>
<th>TAU</th>
<th>Plx</th>
<th>Ref</th>
<th>E-Codes</th>
<th>Recruiting Events</th>
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<tbody>
<tr>
<td><strong>Goals</strong></td>
<td>1664</td>
<td>5408</td>
<td>2080</td>
<td>432</td>
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</tr>
<tr>
<td><strong>Per Staff</strong></td>
<td>208/each</td>
<td></td>
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<table>
<thead>
<tr>
<th></th>
<th>TTW</th>
<th>Plx</th>
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<th></th>
<th>Outreach</th>
<th>Workshops &amp; Group Counseling</th>
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<td><strong>Goals</strong></td>
<td>60</td>
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<table>
<thead>
<tr>
<th></th>
<th>Vets</th>
<th>Plx</th>
<th>Ref</th>
<th>Int Serv Codes</th>
<th>Job Development</th>
<th>E49</th>
<th>Group Counseling</th>
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<tbody>
<tr>
<td><strong>Goals</strong></td>
<td>500</td>
<td>1200</td>
<td>90% of Serv</td>
<td>240</td>
<td>600</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td><strong>Per Staff</strong></td>
<td>125/each</td>
<td>300/each</td>
<td>60/each</td>
<td>400/each</td>
<td>8/each</td>
<td></td>
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<thead>
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Annual Organizational Effectiveness Report
Program Year 2018 - 2019
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Introduction/Overview

Like most years, overall performance for PY 2018-2019 resulted in both successes and ongoing challenges in equal measure. The CareerSource staff set aggressive goals for the past year, in some cases, perhaps too aggressive. However, it is characteristic of this organization to continually push ourselves beyond our limits on both program execution and innovative thinking. As a result, we have been able to achieve great things for our community, but in some cases, we fall short of our own expectations. So we will celebrate our successes, evaluate our shortcomings, and set new aggressive goals for the coming year. Would you have it any other way?

“These are the times that try men’s souls”. With a stock market setting new records every day, unemployment at historic lows, and businesses struggling to find enough talent to expand their operations, it may seem odd to be quoting Thomas Paine. However, from a workforce board’s perspective these are trying times indeed. Although we were able to assist over 10,000 people in securing employment, this is considerably less than the number we have helped in previous years. Also, there are still far more open positions listed in our business community than qualified people to fill them. Of course, there are valid reasons why we can’t close this gap. Many of our clients lack the education, requisite skills needed or have serious barriers to overcome i.e. checkered work history, disabilities, criminal convictions, child care issues, etc. In addition, we are facing societal changes that add to our frustration, for example, ghosting, the gig economy, automation and artificial intelligence. The gig economy was discussed in last year’s report. This year you will find more information about ghosting, automation and artificial intelligence in the section on Workforce Trends. Regardless of societal changes or a roaring economy, we will continue to press forward with new ideas, and initiatives to overcome our frustrations and put as many people to work as we can.

There is also good news to report. Starting wages are up for the second year in a row. Our Welfare Transition Program staff is setting the pace for the rest of the state in both entered employment and participation rates. Through our One-Stop Delivery System, we are engaging more of our community partners and increasing the number of joint initiatives. We have hired a Director of Strategic Initiatives and Educational Partnerships to further solidify and expand our relationship with the education community. Our Virtual Career System (VCS) is complete and beginning to be adopted by other workforce regions. CareerSource PBC is leading the effort to re-establish and expand apprenticeships in our community beginning with the marine and the aerospace engineering industries. These are just a sample of the successes we have experienced during PY 2018-2019.

Each new year presents us the opportunity to build on past successes and engineer new solutions to emerging challenges. That was true in PY2018-2019 and will remain so for the coming year. I invite you to read through this year’s Annual Organizational Effectiveness Report and share in the successes we have achieved for the people of Palm Beach County and our aspirations for the future.
Major Initiatives in PY 2018-2019
Virtual Career System (VCS)

Virtual Career System (VCS)

The Virtual Career System (VCS) is our user-friendly web portal designed to assist job seekers in gaining work experience, introducing career explorers to new opportunities, and connecting employers with qualified talent. The system is available to Palm Beach County residents, local secondary and post-secondary educational institutions, and to CareerSource regions statewide.

The VCS overcomes many of the limitations we face in delivering our services to those who need them or for those who prefer to access our services online. Our current career centers are open five days per week from 8:00 AM to 5:00 PM. Building additional centers or expanding hours of operation are not viable options due to the costs involved. In addition, many clients have transportation issues or cannot access a center during normal business hours. The VCS provides most of the services available at our Career Centers, and some that we do not have the capability to offer onsite. The web portal is available to clients 24 hours a day, 7 days a week, and is accessible on all mobile devices. There are also features available to
persons with disabilities. With the VCS, clients can build a resume, use career exploration tools, and apply for jobs through Employ Florida (EF); explore high demand jobs; contact programs for training opportunities; research employers; and explore learning resources on-line without ever leaving home. The VCS will never completely replace our traditional career centers, but it vastly expands our capability to serve the community at a fraction of the cost. This may become critical when the economy slips back into the next recession and demand for our services exceeds our capacity to deliver programs in the traditional manner.

In support of continuous improvement, we have made the following product enhancements since the last program year:

- **Regional Collaboration:** developed a statewide site to provide access to client services for all Regions; configured a portal/site for Region 6, CareerSource North Florida; and met with the DEO and Regional Workforce Boards for regional and statewide rollout.

- **User Experience:** changed the site flow from targeting audiences to following a process – Find a Job, Explore Careers, and Find Talent; enhanced the site for readability, accessibility for persons with disabilities, and search engine optimization; and created a mobile app for Android and iOS devices.

- **Content/Functionality:** Integrated with Employ Florida to display job search results; developed a learning center with written and video content to address the need for improved employability skills; developed occupational profiles through integration with various state systems; created a six-question interest profiler through collaboration with Palm Beach State College for career exploration; developed a prescreening tool and skills matcher for the WIOA Adult and Dislocated Programming for process improvement and ease of service;

- **Marketing:** developed marketing materials; established a Facebook page; facilitated staff and regional informational trainings; and built product awareness through local and statewide partnerships.

The Virtual Career System is now a statewide system with the capability of providing general access to services from all 24 regional workforce boards. Product customization to align with local client services will be made available to the other 22 Regions in PY2019-2020.
VCS Metrics

As with any new system or process, it will take time for users to fully understand and embrace the VCS’s true value and extensive capabilities. Preliminary numbers gathered during the period June 2018 through August 2019 seem to bear this out.

During this period, 23,968 people logged on to the VCS. Of those 81.9% were new to the VCS and 18.1% were returning users. The average duration of each session was just over 3 minutes. The current new visitor to returning visitor ratio is important to note. Many websites have similar numbers due to paid general advertising that increases traffic and exits, but due to several changes to the product and a lack of goals, objectives or a timeline, the Virtual Career System has not had any paid outreach other than “New Year New Me” in Jan. 2019. This ratio, in many ways, is considered raw data that directly describes how successful the product may be. However, these numbers would seem to indicate the majority of job seekers are taking only a quick look at the VCS, and not returning after the initial visit. So who’s using the VCS?

Males made up only 39.8% of the visitors while women made up the remaining 60.2%. The age of users produced some interesting results. The lowest percent of users by age were people 18-24 years of age. One would think that this is the age group most likely to embrace an online application.

The challenge will be over the next program year to understand what the numbers are telling us regarding the appeal and utility of the VCS and react accordingly. We may also need user feedback to confirm what we think we know, and plan a course of action based on the data we have.

Apprenticeships

The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. In collaboration with partners, it aligns workforce development, education, and economic development programs and resources with regional economic development strategies to meet the needs of local and regional employers and provide comprehensive, accessible and high-quality career opportunities for job seekers and workers. Achieving this vision for the workforce system depends upon the development and implementation of industry sector strategies including apprenticeship.

CareerSource Florida is the principal workforce policy organization for the state that designs and implements strategies that help Floridians enter, remain in, and advance in the workplace, so they may become more highly skilled and successful. This benefits Floridians, including individuals with barriers to employment, Florida businesses and fosters the development of the state’s business climate. Development of sector strategies including enhanced apprenticeships and career pathways is a component of Florida’s Statewide WIOA Unified Plan.
In 2016, CareerSource Florida integrated apprenticeships into its statewide sector strategy initiative by leveraging its selection as a strategic partner in the USDOL Apprenticeship USA (SAE) expansion grant. The grant continues through April 2020. With a keen focus on building the state’s talent pipeline, local workforce development boards are empowered to move from training programs to establishing career pathways that offer apprenticeships as a viable talent development solution.

Based on enhanced capacity at the state level to support local and regional implementation of sector strategies, a strategic policy was developed in 2017 by CareerSource Florida and approved by the state board in February 2018. The policy lays out the state of Florida’s strategic vision for effective sector strategies based on a strategic framework and applies it to CareerSource Florida and all 24 local workforce development boards. It requires local workforce development boards to include their approach to establishing, implementing and sustaining effective sector strategies in their local workforce development plans.

As indicated in the National Association of State Workforce Agencies’ Guiding Policy for Apprenticeship document of March 8, 2018, it is necessary to incorporate evolving earn-and-learn models such as Industry Recognized Apprenticeship Programs (IRAPs) into the state portfolio of apprenticeship programs. This provides local boards flexibility in how they respond to business talent needs. It is the intent of the workgroup to include IRAPs and other earn-and-learn methods in the state strategy to expand apprenticeships.

The Florida Department of Economic Opportunity will follow with administrative guidance which will include the requirement that local boards include a strategy addressing apprenticeships in their local plans:

The Workforce Innovation and Opportunity Act (WIOA) clearly establishes sector strategies as a primary approach for meeting employer needs while simultaneously building and defining career pathways for individuals. This policy lays out the State of Florida’s strategic vision for Apprenticeship as one type of career pathway.

CareerSource Florida Strategic Policy 2018.02.14.A.2 – Sector Strategies lays out the state of Florida’s strategic vision for effective sector strategies. Local Workforce Development Boards are required to describe their approach to establishing, implementing and sustaining effective sector strategies, including apprenticeship expansion opportunities in their local workforce development plans. Plans should include the following information:

- Local target sectors;
- Opportunities for new or expanded apprenticeships in targeted sectors;
- Industry Need
- Talent Pipeline Recruitment
- Supporting Educational System

This policy and its administrative counterpart apply to CareerSource Florida and all 24 local workforce development boards.
Building Community Partnerships

One-Stop Operator

A key player in developing and sustaining community partnerships is the One-Stop Operator (OSO). The role of the One-Stop Operator includes assisting in the coordination of service delivery of the One-Stop partners by ensuring memorandums of understanding are in place and they comply with the requirements outlined in WIOA. The OSO is also responsible for monitoring and reporting program performance and compliance as measured by the DEO, USDOL, THMP monitoring, and state auditing reports. The OSO ensures that effective corrective action is taken when required to maintain a high level of program effectiveness. The OSO will also ensure that we are monitoring the performance of training providers, OJT programs, internships, etc., and they are meeting our expectations. Quarterly reports are submitted to the board of directors to update them on coordination with our core partners, key performance metrics, monitoring/audit results, and other pertinent information.

The OSO has broad responsibilities even beyond those mentioned above, but is not an employee of CareerSource. Paul Hederman, our current One-Stop Operator, is employed by Cambridge Consulting, LLC. As such, he has no authority over any CareerSource staff. His role is one of monitoring, collaboration, coordination, and reporting to ensure the continued success of CareerSource Palm Beach County and our community partners.

As previously discussed, WIOA requires specific community agencies involved in addressing workforce issues to work together toward a common goal, getting people with barriers to employment in sustainable jobs. Although these agencies have worked diligently in the past on behalf of their particular constituency, WIOA directs us to convene these various agencies and focus everyone’s efforts toward sharing resources and eliminating redundant services. CareerSource Palm Beach County is actively engaged in the role of convener of these agencies. As you can well imagine, this change to the way community agencies have done business in the past is not without its challenges. All must, to some degree, review their mission and vision and put aside their individual interests for the good of the community. It will take some time before we can fully achieve the vision of a unified effort by all agencies to build the workforce of the future, but it is well underway, and initial results are encouraging.

The Annual Organizational Effectiveness Report for PY 2017/2018 was presented at the Board of Directors meeting in October. As in previous years, the report took a look back over the program year and compared results to the previous year (PY2016/2017). We added an additional twist by looking back to 2013 during the depths of the recent recession to give the performance results some additional perspective. Tom Veenstra provided highlights from the report as well as results over the last 5 years to include 92,000 Palm Beach County residents assisted in finding employment, $2.1 billion in annual wages created, 12,000 employers connected to talent and $13 million in grants given to business and workers for training and educational assistance.
In November, our CareerSource web site was extensively redesigned and improved. In order to identify our One Stop Delivery partners and the unique services they provide, a page was created on our new web site called “Job Seekers with Special Needs.” As the new web site states:

“CareerSource Palm Beach County provides a wide variety of programs and services to help job seekers prepare themselves to enter the workforce, learn new skills, conduct a job search and secure a job. However, we can’t be all things to all people. Some job seekers have special needs or circumstances that require a more specialized approach to secure employment. That’s where the One Stop Delivery System can help.

A variety of community agencies that support special needs populations have partnered with CareerSource to offer unique services that we cannot. Although we are separate organizations, we operate in concert with each other to offer job seekers in Palm Beach County a more seamless approach to finding a job.”

Adding this information to our web site is a small, but important step toward a long-term goal of realizing WIOA’s vision of a true One Stop concept.

In January, we changed the focus of the “One Stop Committee”. In accordance with WIOA, our board of directors acts as the conveners of the One Stop Delivery System for Palm Beach County. With the help of both our chairman, Dave Talley and our CEO Steve Craig, the Committee was re-instituted as the “One Stop Delivery System Committee.” More than just a change of name, the focus of the committee was broadened to include the other agencies that, along with CareerSource, comprised the One Stop Delivery System in our community. At our first meeting on April 12th, the committee heard from agencies such as North Tech, South Tech, West Tech, Embry-Riddle Aerospace Academy at Boynton Beach High School, Palm Beach State College, etc. Our One Stop Delivery System Committee is now providing the forum by which all partners can keep the board informed, raise concerns, share ideas and improve the delivery of our services to the public.

In April, CareerSource Palm Beach County and our One Stop Operator, Paul Hederman, hosted our first Annual One Stop Delivery System Meeting. Over 40 people attended this all day event include members of the business community, educational partners, colleagues from a variety of local agencies, and a number of special guests. The morning session focused on developing a fundamental understanding of the One Stop Delivery System concept and forging stronger ties to our community partners. The afternoon session was devoted to bringing our community into alignment around a common cause, implementing apprenticeships. Michael Corbit facilitated presentations and discussions with several experts on marine industry and aerospace apprenticeship programs. This is an initiative that will cut across multiple agencies. To be successful it will require a broad collation of industry and community partners to revive apprenticeships as a key element of workforce development.
Perhaps the most rewarding aspect of the meeting was the engagement of the participants. Open discussions occurred around difficult issues, opportunities for greater collaboration and sharing resources. Thanks to the engagement of our partners, the day was filled with rich and productive discussions. At the end of the day it became clear that the One Stop Delivery System concept was beginning to take hold. Perhaps the day was best summed up by one of our guest speakers, Dehryl McCall, Senior Director, Business & Workforce Development for Career Source Florida:

“Thank you again for the opportunity to present at your Inaugural One-Stop Partners Meeting held on April 17th. I loved how you all brought in your mandatory and optional WIOA partners in for a deep dive of the CareerSource Florida network, an overview of your board’s local priorities and the strategies and many services provided. The collaborate conversations about Palm Beach County and the partnerships to better serve the people and businesses served were invaluable. As mentioned, I’m not aware of any other local board having this type of meeting. This type of innovation and collaboration illustrates the excellent leadership from Chairman, David Talley and President/CEO, Steve Craig. As usual, CareerSource Palm Beach county continues to be a leader for our great state and the businesses and job seekers we serve.”

In June, a letter was sent to our One Stop Delivery System partners to reinforce our developing relationship, remind them of their responsibilities in accordance with the Memorandums of Understanding we all signed and once again, invite them to attend and participate in our next One Stop Delivery System Committee Meeting on August 23, 2019.

Eventually the economic storm clouds will gather and the robust economy we are currently experiencing will once again slip back into recession. The relationships we build and strengthen now with our One Stop Delivery System partners will help us all mitigate the effects of the next downturn in employment and strengthen the overall workforce of Palm Beach County.

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<td>Community Action Agency</td>
<td>James Green, Director</td>
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<tr>
<td>Delray Beach Housing Authority</td>
<td>Dorothy Ellington, President/CEO</td>
<td>MOU In-Place</td>
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<td>Adult &amp; Community Education</td>
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<td>Bobbie Howard-Davis</td>
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Vocational Rehabilitation  Cynthia Gaber,
Area 7 Director  MOU In-Place

PBC Justice Services  Arlene Griffiths
Reentry Program Coordinator  MOU In-Place

**Additional Partners**

Aid to Victims of Domestic Abuse, Inc. (AVDA)  MOU In-Place
FoundCare, Inc.  MOU In-Place
Gulfstream Goodwill  MOU In-Place
Jupiter Veterans Center  MOU In-Place
Palm Beach County Family Drug Court Program  MOU In-Place
Palm Beach County Sheriff’s Office Veterans  MOU In-Place
Urban League Senior Community Service Employment Program  MOU In-Place
Vita Nova  MOU In-Place
Moving Forward Program  MOU In-Place
Wounded Warriors  MOU In-Place

**Educational Partnerships**

On May 1, 2019, CareerSource PBC County brought on Carrie Pasquale to oversee Strategic Initiatives and Educational Partnerships. The goals for this new position within the center were established prior to the program year beginning and include:

1. Develop strategic relationships with Palm Beach Atlantic, Keiser University, Vocational Schools, Palm Beach County Schools, and Palm Beach State College, with a measureable outcome of 2 signed MOUs for on-site CareerSource service based services.
2. Create an educational pathway system for clients with a measureable outcome of developing an outline for streamlined services by February 1, 2020 hereby increasing training related placements by 10%.
3. Coordinate with Vice President of Business Services to create an educational outreach which will include tactics for improved placements, recruiter outreach, and greater training related placements; with a measureable outcome of increasing the job related placements (coded as originating from an education institution) by 10%.

4. Develop the best practice procedure for integrating CareerSource's services and recruiters into 2 Educational institutions within Palm Beach County.

Services to date which have been ongoing by the center include:

**Palm Beach State College**: Career Recruiters located on Lake Worth Campus & Palm Beach Gardens Campus (ongoing); Lox Grove Campus & Belle Glade Campus (Fall 2019); Boca Raton Campus (ongoing, Job Fairs/Co-sponsorships); WIOA Funded Students

**Palm Beach Atlantic University**: Career Recruiter located on campus (Fall 2019)

**SouthTech Adult Education**: Industry Specific Career Recruiters on campus (Fall 2019) including Health, Hospitality and Construction. Additionally, WIOA Funded Students are assisted.

**Keiser University**: Director of Business Services serves on Advisory Council, participate in Mock Interviews, assist in student advising with job readiness/findig employment and WIOA funded students.

**Florida Atlantic University**: Partnering with CARD (Center for Autism and Other Related Disabilities) for job readiness and finding employment; as well as, partnering with FAU’s SAS (Student Accessibility Services) - Job Readiness/Finding Employment

**Lynn University**: Partnering with Lynn’s Disability Adult Center for job readiness and finding employment.

**Pre-Release Employment Preparation and Re-entry Engagement (PREPARE)**

CareerSource Palm Beach County has been an active participant in Palm Beach County’s robust, award-winning county-wide Reentry Task Force (a sub-committee of the Palm Beach County Criminal Justice Commission) since its inception in 2008. CareerSource Palm Beach County serves as the chair of the Employment and Training Subcommittee and routinely convenes service providers, employers and other stakeholders to promote strategies and best practices to reduce the employment barriers faced by formerly incarcerated individuals. The countywide task force has gained national recognition and a Second Chance Act grant for the groundbreaking RESTORE (Regional and State Transitional Offender Re-entry) initiative which brings service providers together to serve state Department of Corrections (DOC) prison inmates before they return to Palm Beach County.

CareerSource Palm Beach County has built upon that existing infrastructure by replicating those award-winning strategies in PREPARE (Pre-Release Employment Preparation and Reentry Engagement), a
program which establishes an American Job Center (AJC) in the Palm Beach County Correctional Facilities. PREPARE, which is directly-funded by the U.S. Department of Labor under, provides similar pre- and post-release services to jail inmates that are received by prison inmates through RESTORE. In addition to the specialized services in the PREPARE program, CareerSource Palm Beach County has established an in-house Reentry Unit charged with increasing the effectiveness of all career center staff in serving formerly incarcerated individuals. This approach ensures the highest levels of services and effectiveness in the effort to prepare all job seekers to compete for family-supporting careers. These services include bonding individuals after employment, which is offered by our staff.

All inmates have access to core workforce services at PREPARE centers during the pre-release phase and at CareerSource Palm Beach County career centers (post-release). Inmates with low to moderate and a higher level of job readiness are offered comprehensive, individualized employment, case management, wrap-around, and follow-up services. As of June 2019, candidates continue to enter the program and a better than 50% employment rate for enrollees has been maintained. Presently, CareerSource Palm Beach County is assisting our community partners in developing an Employment Readiness questionnaire specifically tailored for the reentry population. The intent is to identify barriers to employment that often stifle the progress of our reentry population. This project continues through the County’s Reentry Employment sub-committee, which convenes quarterly at CareerSource Palm Beach County.

PREPARE provides an excellent example of what can be achieved through collaboration with our community partners in the One-Stop Delivery System. The original grant funding has ended, but CareerSource has continued to fund the program independently. To understand why, we need only to look at what the impact this program has had on our community beyond giving people a second chance. Based on figures provided by the Palm Beach County Public Safety Department, the PREPARE program has reduced recidivism and resulted in a savings of $10,286,474 above the cost of the program itself.

Currently the Reentry Team is participating in a county wide grant program called SMART. This reentry Grant facilitates the successful reintegration of ex-offenders into the community through randomized paid work/training experience in the trades, culinary, and retail. CareerSource PBC works in conjunction with Public Safety, The Lords Place, Rivera Beach Justice Center and Gulfstream Goodwill Industries in this venture.

**Career Pathways Program**

CareerSource Palm Beach County has collaborated with post-secondary education partners to implement innovative ideas for career-based training programs that link education and economic prosperity for career seekers. Two examples of such innovative and creative thinking are:

- **Accelerated Healthcare Programs**: Developed in conjunction with Palm Beach State College, Belle Glade, Loxahatchee Groves and Lake Worth campuses, the healthcare industry expressed
an immediate need for Certified Nursing Assistants due to the aging baby boomer population and the Glades residents need for skills training. The accelerated program condensed the curriculum for CNA’s to 6 weeks, 4 days a week, 6 hours a day compared to the standard 18 weeks course for a Patient Care Technician. Career seekers in the first class received a PBSC Certificate of Completion along with Alzheimer’s Care Certification. In addition to CNA training, phlebotomy and EKG technician programs were added to the curriculum. These were added as these healthcare specialties have higher starting wages than the CNA’s. These programs were funded by the USDOL Sector Partnership National Emergency Grant and a grant from the Farris Foundation. The total of both grants is $1.2 million. The GGHC completed this year, while Farris continues to support the clients continuing on the healthcare career pathway. Included now is a new partnership with the Palm Beach County Medical Society and training in the new field of Community Healthcare Worker (CHW). The CHW classes are held at CareerSource and to date 5 classes of 20 participants have taken place.

- Sector Strategy for Construction Trades: In 2016, Palm Beach County voters passed an additional one cent sales tax to be utilized for infrastructure repairs. Intense demand in rewarding construction/building trade jobs in Palm Beach County is being fueled by $2.7 billion in infrastructure improvement projects over the next decade. Palm Beach County Administrator Verdenia Baker asked CareerSource Palm Beach County to assist with training and employment needs of county employers and career seekers for thousands of construction/building trade jobs needed to complete these infrastructure improvement projects.

Working in conjunction with Palm Beach State College, Corporate & Continuing Education department, accelerated training programs for the construction industry trades (electrical, HVAC, plumbing, carpentry, and welding) have been developed. Customized Training is provided to suitable Palm Beach County career seekers such as, but not limited to, veterans, women, unskilled job seekers and ex-offenders who are interested in training that provides nationally recognized NCCR Core and Level 1 certifications. PBSC has scheduled classes in the evenings to provide the career seeker the ability to become employed or maintain employment while mastering a trade. West Tech, South Tech and North Tech provide apprentice programs in the trades also. The sales tax initiative does not provide for any training, so CSPB has applied for and obtained a grant from CareerSource Florida for $269,000 to assist with training costs. Thirty graduates from these programs are currently working in their field, continuing their education in the trades, or in an OJT program funded by WIOA funding. The OJT opportunities have seen the most success in the electrical fields. CareerSource has a dedicated industry-specific staff recruiter for the trades. Successful placements in the trades has placed men, minority women, reentry clients, and veterans into training and employment.

While the CSF grant was exhausted this year, however, Community Action Services awarded us $100,000/year to provide training in the trades for their eligible clients. In addition, staff working with customized training were cross trained to also compete WIOA applications for eligible clients.
Community Action Program

CareerSource Palm Beach County maintains a long-standing partnership with the Board of County Commissioners of Palm Beach County in the delivery of services to a shared clientele under the Community Action Program. It is a division of the Palm Beach County Community Services Department that administers programs funded by the Community Services Block Grant (CSBG) and the Low Income Home Energy Assistance Program (LIHEAP). As evidenced by an annual Memorandum of Understanding, CareerSource works closely with the Community Action Program to pursue the following federally mandated goals for Palm Beach County’s most economically vulnerable residents:

- Low-income people become more self-sufficient
- The conditions in which low-income people live are improved
- Low-income people own a stake in their community
- Partnerships among supporters and providers of services to low-income people are achieved
- Agencies increase their capacity to achieve results
- Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

To that end, CareerSource Palm Beach County and the Community Action Program strive to provide a seamless system of non-duplicative services via strategies such as joint outreach activities and cross referrals. In addition, a representative from CareerSource Palm Beach County serves on the Community Action Advisory Board. Over the next four years, the organization will pursue opportunities to strengthen joint service delivery by exploring the feasibility strategies that include, but will not be limited to:

- Tracking of shared clients to identify opportunities to enhance service delivery and reduce duplication
- Leveraging funding to more effectively connect joint-clients to training and employment opportunities.

Other related Community Action Initiatives Include:

- My Brother’s Keeper: CareerSource Palm Beach County serves on the task force for My Brother’s Keeper, an organization formed to combat challenges faced by black and Hispanic males in Palm Beach County. The task force collects data, reviews polices and uses mentoring to address challenges black and Hispanic males face in education, criminal justice and employment.

- Achieve Palm Beach County: CareerSource Palm Beach County is an active participant in this strategic initiative to achieve the vision that every Palm Beach County high school graduate completes a post-secondary credential within six years of high school graduation that prepares them for a meaningful career with a substantial wage.
Disability Services and Ticket-to-Work Program

CareerSource Palm Beach County’s Disability Services department, which includes the Ticket to Work program, assists individuals with a self-disclosed documented disability including those drawing Social Security Disability, that are looking to return to the workplace. As a designated Employer Network, CareerSource PBC’s program is rated the third most successful program in Florida.

To help employers understand the benefits of hiring a person with unique abilities and overcome misconceptions about employees with mental or physical challenges, CareerSource Palm Beach County continues to hold quarterly workshops on topics from mental health awareness to tax credits for hiring individuals with disabilities. We also host a conference and job fair for employers and job seekers, entitled REACHing an Impact, to provide information and continued awareness of the challenges and benefits of working with uniquely abled employees. CareerSource PBC continues to partner with organizations such as Florida Atlantic University (FAU) Center for Autism and Related Disorders (CARD), Autism After 21, the Palm Beach School for Autism, the Florida Division of Blind Services, Vocational Rehabilitation and Certified Interpreting (CCI) to expand the services provided to individuals with disabilities from our deaf community.

We have expanded the Hospitality Training Program of the Palm Beaches, which teaches individuals with unique abilities from low-income households the fundamentals of hotel and lodging operations. Students earn industry certifications from the American Hotel and Lodging Association in customer service, room attendant, and maintenance. They also learn soft skills, digital and financial literacy, and job readiness skills. We plan to add food handler certification in PY 2019-2020. To date, we have placed over 60% of our graduates, including several from the deaf community, in various positions in hospitality.

In PY2018/2019 our goal was to place 70 individuals with unique abilities. We exceeded this goal by placing 94 people in jobs to begin the process of transition off Social Security Disability. Our Community Partner Work Incentives Counselor helps individuals plan for making a smooth transition during this process. To further assist with this process, we have partnered with organizations such as Wells Fargo to provide clients with informational workshops on topics such as using credit effectively and financial wellness. We also expanded our workshop offerings to our clients in the areas of employment readiness, including soft and technical skills, to help them achieve their goals.

Although the overriding objective of the Ticket-to-Work program is assisting those with unique abilities to return to the workforce, successful placements result in payments from the Social Security Administration in the form of unrestricted funds. In PY2018/2019, Ticket-to-Work unrestricted funds income was over $179,000. Program success yields increased financial resources for CareerSource PBC, subsidized wages for participating businesses, a paycheck for our clients, and a more financially stable Social Security Disability program. A relationship and partnership has been development with the Social Security Administration Office to potential increase the number of ticket to work client we served.
We expanded our partnership with Division of Blind Services and Vocational Rehabilitation as a member of the Partnership Plus network to offer support for clients who successfully close out of their program, as well as adding a Division of Blind Services and Vocational Rehabilitation counselor in our office to assist clients in meeting their goals of independence, self-sufficiency, and job retention.

Finally, we have presented on the Ticket to Work and Hospitality programs at the 2018 Workforce Professional Development Summit, The Annual Family Café, the Annual City University of New York (CUNY) Neurodiversity Conference, and for local community partners. We look forward to continued success in this and future program years.

**Improving Employment and Economic Development in the Glades Communities**

Because of the critical service needs in the Glades communities, CareerSource Palm Beach County operates the West Career Center in Belle Glade and plays a leading role in collaborative efforts to increase employment and economic development. While the population in the Glades communities is less than 3 percent of the county at large, about 20 percent of CareerSource Palm Beach County's total budget, including 12 percent of training funds, goes to serving the Glades communities.

During the past 5 program years, CareerSource has helped place more than 8,200 Glades area residents into jobs and provided $1.6 million in training funds to local employers and residents.

CareerSource Palm Beach County engaged with 95 employers in the Glades communities in 2018 to provide recruiting, hiring, training and related services to help them connect with local talent. CareerSource absorbs the cost of most employer services including recruitment, assessments and referrals of qualified job candidates; space and staff assistance for screening/interviewing candidates; and grants for training employees.

We conduct outreach to actual and potential major projects in the area. A direct result of this has been the addition of three new area employers and a fourth that is in progress. Together they are expected to ultimately provide more than 300 jobs. We also connect project developers and organizations to encourage local purchases of products and services from businesses in the Glades communities. Other initiatives include:

- Assisting former Palm Beach County Mayor McKinlay and our community partners in obtaining a $1.5 million state grant to support training and nonagricultural employment opportunities in the Glades communities.

- Helped form the Glades Career Readiness Roundtable to prepare local youth and young adults for skilled jobs, including the development of the Glades Construction Academy Youth Build program, a construction pre-apprenticeship program that helps out-of-school, unemployed young adults attain their GED, earn industry-recognized credentials and gain hands-on experience.
• Initiated with Palm Beach State College a 6-week accelerated Certified Nursing Assistant training program for Glades area residents only (health care is frequently the highest demand occupation in the county).

• Participated in the Corporate College Steering Committee, formed by public and private entities to address training needs in the Glades communities.

• Working with organizations such as the Lake Okeechobee Regional Economic alliance (LORE) and the Business Development Board of Palm Beach County to help local businesses grow and attract new businesses to the area.
CareerSource Palm Beach County Community Representation

In addition to joint program initiatives with our community partners, CareerSource Palm Beach County staff is directly involved throughout the county with other agencies engaged in helping our clients succeed. The list below will provide some sense of the scope of that involvement:

**Norm Cushon**

- Housing Leadership Council
- Community Action
- Palm Beach County Housing Authority FSS Advisory Board

**Julia Dattolo**

- Achieve Palm Beach County – Steering Committee
- Palm Beach State College Veterans Task Force
- Wounded Veterans Relief – Executive Board Member
- Palm Beach County Veterans Coalition
- Palm Beach County Community Health Advisory Council
- Citizens Advisory Committee on Health and Human Services
- Palm Beach Women’s Chamber
- Guest Lecturer: Keiser, PBSC, Everglades Universities (evenings)
- Leadership Palm Beach County Class of 2020

**Michael Corbit**

- Business Development Board of PBC – Aviation/Aerospace/Engineering, Professional Business Services, Economic Development Stakeholders, Education, Academic Leaders, Entrepreneurship, Life Sciences
- Chamber of The Palm Beaches – Science & Technology
- Palm Beach North Chamber – Governmental Affairs, Logistics & Transportation, Economic Development
- Boca Raton Chamber – Economic Development, Governmental Affairs
- Delray Beach Chamber – Economic Development
- Boynton Beach Chamber – Governmental Affairs
- Palm Beach Chamber – Economic Development
- South Florida Manufacturers Association – Palm Beach Task Force
- Marine Industry Association of PBC – PB Boat Show
- Urban Land Institute – General Member
- Business Development Board of Palm Beach County (BDB)
- Palm Beach County League of Cities
**Charles Duval**

- Glades Career Readiness Roundtable
- Comprehensive Economic Development Strategy (CEDS) Committee Member
- LORE
- LORE Sub Committee - Events
- Glades Technical Advisory Committee
- Pahokee Housing Authority Self Sufficiency Coordinating Committee
- Glades Transportation Committee
- Pahokee Chamber of Commerce
- Belle Glade Chamber of Commerce
- Central Palm Beach Chamber of Commerce
- Leadership Palm Beach County Class of 2019.

**Judy Dunn**

- Palm Beach County Medical Society- Heroes in Medicine, Care Coordination and Future of Medicine
- Professional Resource Network (PRN) North
- Partnership for Aging
- Monthly Coalition- Medicare
- Healthier Boynton Beach
- Boca Raton Chamber Healthcare
- Palm Beach County Healthcare Coalition
- Boynton Beach Healthcare Committee
- PBC School District Wellness Committee
- PBGMC – Home Health and ALF Medicare review
- DON Meeting- Secretary
- Florida Center for Nursing
- Oncology Nurses Local Association
- Advisory Board - Institute for Healthcare Professionals
- Advisory Board – Keiser University
- Advisory Board - Keiser Flagship
- Advisory Board - ANHO
- Advisory Board - Nova University Healthcare
- Advisory Board -Adjunct Advisory School of Medicine
- Advisory Board - Everglades University
- Advisory Board - Care Hope College
- Advisory Board - Florida Career College
- Advisory Board – HCI
Fran Weitz-Brown
- Place of Hope
- Dress for Success
- Vickers House
- AARP
- Advisory Board @ Keiser
- Racial Equity Institute

Elsa DeGoias
- Palm Tran Transportation Board
- FAU Student Accessibility Services
- Mental Health First Aid

Maria Rios
- PATCH – Glades Planned Approach to Community Health – Secretary
- Glades Career Readiness Roundtable
- LORE – Lake Okeechobee Regional Economic Alliance
- Health Council of SE FL
- Glades Initiative

Genevieve Smith
- Advisory Board - Keiser University
- Advisory Board - Care Hope College
- Advisory Board - South University
- Palm Beach School District Wellness Task Force
- Palm Beach County Director of Nursing Association

Robin Parsons
- Palm Beach County Hotel and Lodging Association
- Florida Restaurant & Lodging Association
- Marine Industry Association
- Woman’s Chamber
- Northern Palm Beach Chamber
- Greater Palm Beach Chamber

Nancy Medina
- Hispanic Chamber

Madison Ciklin
- Public Relations Society of America – Florida and Palm Beach County officer
Mary Paulk

• Caring People
• Director of Nursing Luncheons
• Belle Glade local office healthcare training recruitments

Eugene Spann

• My Brother’s Keeper
• Mayors Initiative
• John I Leonard High School’s Advisory Board
• Suits for Seniors (Board Member for Career Development)

Holli Frey

• Reentry Employment Subcommittee

Chris Walsh

• Palm Beach Tech Association - Education Committee Member
• Electronic Security Association - Guest speaker – attend networking events
• Independent Electrical Contractors Associations – Guest speaker – attend networking events

Greg Cope

• Pre-apprenticeship/Penny Surtax Meeting Coordinator
• Aero-Flex Aviation Pre-apprenticeship, Includes Aero-Flex consultant and Jobs for the Future consultant
• MITEC Marine Pre-apprenticeship, Includes MITEC consultant and Jobs for the Future consultant
• Field Meetings-Pre-Apprenticeship, Boynton Beach High School (Aviation); Florida Fishing Academy (Marine) and Inlet Grove High School (Marine)

Rabi Sami

• Keiser University Business Advisory Board Member
• Palm Beach State College SLS soft skills presenter

Peter Pignataro

• Chamber - Palm Beach and Palm Beach Gardens
• Achieve Palm Beach County

Haitian Evangelical Outreach Team:
Montas Enoicy, Noadia JeanBaptiste, Sean Innocent, Emmy JeanBaptiste, Pedro Javier, Josue Dumercy
Business Development

CareerSource Palm Beach County acts as a positive labor exchange resource for the community, reaching into urban, rural and metropolitan neighborhoods to identify qualified talent for local businesses. We have been successful in coordinating and conducting job fairs and hiring events across Palm Beach County that help people find jobs. In PY2018/2019, we coordinated and participated in 55 hiring events. The job fairs typically focus on industry sectors in qualified targeted sectors or local municipalities. This approach helped us attract 1,086 local companies within specific industries which in turn draw job candidates interested in employment in these fields. Over 6,600 job candidates attended these expos seeking employment in over 1,700 open and available jobs.

In PY2018/2019, our job fairs expanded across industry segments and targeted local municipalities, attracting companies within these jurisdictions. The goal is to help local residents find gainful employment with local businesses. By facilitating job fairs, we are helping business in Palm Beach County save time, effort and money by sourcing local candidates. Utilizing training grants and workforce programs many local businesses have benefited from our services. In conjunction with CareerSource Florida’s sector strategies initiative and focus on sharing a regional vision, strategically aligning with partners and transforming delivery of services, we are able to convene with community partners to support local business growth.

Our business development team touches a variety of organizations in Palm Beach County. We regularly work with the Business Development Board of Palm Beach County to attract, retain and help local businesses expand. We are at the table with all recruitment or expansion projects, assisting with job candidate sourcing, training opportunities or placement support.

CareerSource Palm Beach County supports these targeted industry clusters:

- Aviation/Aerospace/Engineering
- Agriculture
- Financial/Professional Services Communications/IT
- Construction
- Education
- Emerging Technologies
- Government/Non-Profit/Utilities
- Homeland Security/Defense
- Life Sciences/Healthcare
- Logistics/Distribution/Transportation
- Advanced Manufacturing
- Marine
- Retail/Wholesale
- Tourism/Recreation/Entertainment/Hospitality
CareerSource Palm Beach County is an active member of the Palm Beach County League of Cities and participates in their programs, activities and committees. The purpose of the Palm Beach County League of Cities is to promote and advance the collective interest of the municipalities of the county, to study municipal issues and seek desired results through cooperative efforts, to enhance the quality of life of the citizens of the community and to engage residents. The League consists of all 39 municipalities of the county and includes over 85 associate members including CareerSource Palm Beach County. We regularly interface with the local elected officials of the League and staff of municipalities to drive awareness of our workforce programs and services. Our objective is to assist local municipalities in leveraging CareerSource Palm Beach County for recruiting, hiring and training needs.

We are involved with many chamber of commerce organizations in Palm Beach County, serving on committees, advisory boards and councils. By participating with these organizations we have direct contact with multiple businesses in each community, assisting with workforce development.

CareerSource Palm Beach County is also involved with local industry associations including the South Florida Manufacturers Association, Aviation – Aerospace – Engineering Task Force, Marine Industry Association of Palm Beach County, Hotel and Lodging Association, Gold Coast Builders Association, Treasure Coast Regional Planning Council, Palm Healthcare and others.

CareerSource Palm Beach County has begun working on pre-apprenticeship initiatives in collaboration with other workforce regions. Through the guidance of CareerSource Florida, apprenticeships are an important part of Governor DeSantis’ vision for making Florida No. 1 in workforce education by 2030. Apprenticeship programs are essential to ensuring Florida has the best, most qualified workforce and that our students have a wide variety of employment options in Florida. CareerSource Palm Beach County has been awarded an aviation/aerospace/engineering pre-apprenticeship grant with CareerSource Brevard and a marine pre-apprenticeship grant with CareerSource Research Coast.

CareerSource Palm Beach County has embarked on a study looking at the gig economy and how it is impacting our local workforce system. We want to understand the gig economy and potential workforce, education and economic implications in our local community. On a broad level, gig work covers any independent workers including contractors, sole proprietors, informed self-employment, remote workers and other freelancers. By looking at gig workers, we believe we will better understand the future of workforce needs of businesses and workers.

More closely aligning the functions of workforce and economic development activities generates multiple “wins” for employers, public-sector agencies, and workers by linking public workforce education and training with the skill needs of employers seeking to relocate, expand or grow operations in a local municipality. In these communities, employers’ on-the-ground with knowledge of the county’s workforce capacity informs economic development decisions, and the needs of employers drive workforce development decisions.
Communications and Outreach

**COMMUNICATIONS ANALYTICS REPORT**

**WEBSITE** comparison of PY 2018-2019 vs. previous PY 2017-2018 session.

<table>
<thead>
<tr>
<th></th>
<th>PY 2017-2018</th>
<th>PY 2018-2019</th>
<th>% Change</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>Sessions</td>
<td>-20% *</td>
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</table>

#1 Page
- PY 2017-2018: Hiring Events
- PY 2018-2019: Training Opportunities

+63% +255% +366%

See page #2 for more details. This is good news!

**SOCIAL** comparison of PY 2018-2019 vs. previous PY 2017-2018 session.

<table>
<thead>
<tr>
<th></th>
<th>PY 2017/2018</th>
<th>PY 2018/2019</th>
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<td>Twitter</td>
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<tr>
<td></td>
<td>+51% likes</td>
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<td></td>
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<tr>
<td>Facebook</td>
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<td></td>
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<tr>
<td>LinkedIn</td>
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<tr>
<td></td>
<td>+33% followers</td>
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</tbody>
</table>

See page #2 for more details.

**OUTREACH** Media/Paid Outreach of PY 2018-2019 vs. previous PY 2017-2018 session.

<table>
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<th></th>
<th>PY 2017/2018</th>
<th>PY 2018/2019</th>
<th>% Change</th>
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</thead>
<tbody>
<tr>
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<td>42.7 million</td>
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<tr>
<td>Ad Value</td>
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<td>$132k</td>
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</table>

Website

CareerSource Palm Beach County launched a new website during the first quarter of the 2018-2019 program year. One of the main goals of the new website was to reduce the number of webpages so that it would be faster and easier for users to find information they need in a more efficient manner. The decrease in the number of sessions from PY 2017-2018 to PY 2018-2019 is a result of this. In fact, the average number of pages users visited was reduced to half that of the previous website. An increase in paid advertising during the 2018-2019 program year and specialized campaigns increased the number of views by 141% in comparison to the previous program year. During that time one specialized campaign broke several website records including: increasing new visitors of the website to 80%; increasing the number of users and sessions to the highest number since the original website’s creation back in 2012; as well as bringing the website to the top of Google real estate, owning more than the powerful international jobs database, Indeed.com.
**Twitter**
During the 2018-2019 program year, Twitter impressions were increased by 312% when compared to the previous 2017-2018 program year. This was because of a new promotional platform added to Twitter as well as continued targeted communications tactics. Likes also increased by 51% in comparison to the previous program year. The increase is likely caused by new advertising efforts on the platform.

**LinkedIn**
The 2018-2019 program year was affected by a new algorithm incorporated by LinkedIn. While the number of impressions has decreased, the number of followers increased by 33% since the previous 2017-2018 program year.

**Instagram**
CareerSource Palm Beach County introduced a new Instagram page during the July/August 2018 session and has reached its one-year anniversary. During that time, it has gained 715 followers. Content is regularly changed to keep the page short, engaging and informative.

**Facebook**
Paid advertising has helped increase the reach and likes during the 2018-2019 program year. Paid advertising focusing more on events and open applications increased the number of likes as well as engagement. However, some posts were popular without the help of paid advertising. One post in particular used a new communications method that makes posts more personal. It resulted in reaching more than 2,100 people with 118 comments and shares. The average CareerSource Facebook post only gets approximately 2-3 comments or shares.

**Outreach**
Drops in international and national media outlets covering the issue of foreign workers at area hotels/clubs/resorts is the main reason there is a significant difference between the reach and add value when comparing the current 2018-2019 program year to the previous 2017-2018 program year. However, overall outreach spending has increased by 73%. Its results show through the positive website and social media increases exhibited in this report.

A third of this program year’s advertising came from a CareerSource Florida grant issued to all workforce regions. Outreach and advertising included radio, local and regional newspapers, Twitter, Facebook, LinkedIn messaging, LinkedIn ads, and attendance at local and community events.

**Virtual Career System (VCS)**
The Virtual Career System (VCS) has gone through multiple improvement phases over the year and cannot be meaningfully compared to the 2017-2018 program year as a result.
The total number of visitors to our career centers increased in PY2018/2019 to 65,865 from 64,460 in PY2017/2018 or about a 2% increase. Traffic in our Central Career Center in West Palm Beach decreased by 9%, and our West Career Center saw traffic increased by 26%. Finally, our Career Cottage in Delray Beach saw a 166% increase in traffic or 4,484 visitors. However, this is the first full year of operation for this facility.

Walk-in traffic in our career centers has remained relatively low for two years. The reason for the low traffic is simple, a robust economy and an unemployment rate in the 3-4% range. To give our traffic number some context, in 2013 our unemployment rate in Palm Beach County was 7.1% and our Career Centers served 154,783 job seekers. That’s a 426% drop since 2013.

As we look at the performance numbers for each of the programs, low unemployment and a strong economy will become a consistent theme affecting our performance. However, when the economy turns from boom to bust at some point in the future, CareerSource Palm Beach County is ready to ramp up our services once again to meet the needs of job seekers, not only at our career centers, but also with our online Virtual Career System.
In PY 2018/2019 CareerSource assisted 10,230 job seekers in finding employment. This represents a 27.2% decrease in overall placements from the previous year and a similar reduction for the second year in a row. However, every other workforce region in the state is seeing a similar decline. In fact, in total placements for the last 6 months of PY2018-2019, CareerSource Palm Beach County consistently placed 3rd out of 24 regions in total placements and 1st in the number of people on re-employment assistance that found employment.

Assisting many of our job seekers is a challenge in the current economic environment. At just over 3% unemployment, those with a solid education, good work record, and in-demand skills have most likely secured stable employment. Even though there are thousands of jobs posted and waiting for qualified candidates, many of the job seekers that haven’t been able to secure employment may have one or more barriers to overcome i.e. lack of job skills, limited education, checkered work history, disability, criminal background, etc. Through some of our special programs or in conjunction with community partners, we are helping job seekers overcome these barriers or mitigate their effect. However, it can be a daunting task, and takes greater effort to achieve the desired results.
Overall, our program starting wage rates have deviated very little from year to year. The majority of our job seekers are either beginning their careers, have limited skills or experience, and may have serious barriers to overcome. Therefore, many of our placements tend to be in entry level positions typically paying around $10.00 per hour. However, in PY2018-2019 we were able to make the first real gain in median wage rate in years. In PY2016/2017 the median starting wage was $10.41. In PY2017/2018 this increased to $11.62, a modest 11.6% increase. This year we saw the median wage rate jump to $12.66 another 9% increase over the previous year.

We suspect part of this increase could be explained by rising wage rates due to greater demand in the job market, but there is no data available to confirm our feelings at this time. A secondary factor may be the societal pressure to increase the minimum wage to $15.00 per hour. Some big-box retailers have reacted to the pressure by increasing their starting wages ahead of any local, state or federal mandate.
Cost per positive outcome is a simple metric that provides a relative measure of how efficiently we are using the funds we are provided over time. It is calculated by taking all funds expended by CareerSource PBC and dividing it by the number of placements and positive outcomes for youth. Because we have seen placements significantly decline over the past several years, cost per outcome has risen significantly. In PY2017-2018 the cost per positive outcome was $1,121. In PY2018-2019 this cost rose to $1,378 or a 22.9% increase. By comparison, if we use our placement numbers for 2013 of 28,042 our cost per positive outcome would drop to just over $500. Until the economy changes and placement activity picks up it will be difficult to absorb the costs associated with running our facilities and paying our staff.

**Workforce Investment & Opportunity Act (WIOA)**

The WIOA program has not performed as well as we would like. In PY2018-2019, the WIOA team processed 285 training scholarships (ITA’s) and 21 OJT’s. The median wage rate for WIOA participant’s obtaining employment was $11.69 an hour. Perhaps the most important metric and the one with which we struggle the most is Training Related Placements (TRP). TRP is the key metric we use to measure the success of our training providers. It is based on the number of individuals that complete the training for which we provided a scholarship divided by the number of those that were able to find employment in a job for which they received training within 180 days. Because of the 180-day delay, the most current data we
have is through December 2018. For the six months ending in December 2018, the TRP was 14%. Our goal for this year was 45-50%. As a result of the shortfall, leadership has initiated an aggressive approach to improving the figure in PY2019-2020. WIOA will be hiring more Career Consultants to better serve clients. Project goals have been implemented to gather data on why clients are not completing their training or not pursuing a job for which they have been trained. Finally, a task team is reviewing and revising the OJT and ITA processes from application to placement.

Although other programs are performing exceptionally well, management is keenly aware that WIOA needs focused attention in the coming year. Early results for the task team are encouraging. We believe the program metrics will reflect the hard work of the WIOA team and the fruits of their innovation early in PY2019-2020.

**Young Adult Program**

The Young Adult program is continuing to develop and implement new strategies to increase positive outcomes. Our year-round CareerPrep work readiness program serves Palm Beach County youth, ages 17 to 24. This six-week intensive class enables youth to explore careers, develop leadership skills, receive financial literacy training, participate in college tours and community service, engage in mock interviews, receive resume building assistance and much more. During the final phase of the program, graduates move to one-on-one coaching to prepare them for enrolling in higher education or seeking employment in a chosen area of interest. This program year 91.5% of our young adults completed the CareerPrep course. The Young Adults program paid for internships in hospitality, health, business, manufacturing and more. Our ultimate goal for participants is the attainment of a credential, enrollment in post-secondary education, entering employment or the military. These goals are the positive outcomes by which we measure the success of our program. In 2018-2019, 97.6% of our young adults had a positive outcome.

PY 2018-2019 was the fifth year we offered our Summer Youth Hospitality program. Students received hospitality certification training and completed valuable job shadowing at local hotels. There are three hospitality certifications offered by the American Hotel and Lodging Educational Institute (AHLEI): Guest Service Gold, Restaurant Server and Guestroom Attendant. Participants are cross-trained in all three areas so they can become more versatile in their skills and more qualified for employment. Besides giving them a competitive edge to stand out from other applicants, it helps meet the need for qualified hospitality industry employees. 100% of our summer class participants attained at least one certification from the American Hotel and Lodging Educational Institute and 90.1% of the program participants attained two or more credentials.

In addition to the Summer Hospitality program, Microsoft certification training was also offered during the summer to students in the Belle Glade area. Students were trained in Microsoft Word, Excel, and PowerPoint. 92.3% of the participants received a credential and 30.8% received two or more credentials. Because of its success, we have now incorporated Microsoft training into the year-round CareerPrep
program. We plan to market this to local employers who have expressed a demand for qualified applicants with Microsoft skills.

Thanks to our educational partner, Palm Beach State College, this was the fourth year we were able to conduct our Hospitality and Microsoft summer programs on their campuses (Lake Worth and Belle Glade). This provided the program participants an opportunity to tour the campuses, speak with program representatives and plan for future academic endeavors. Motivated young adults who have chosen an education path that leads to a high-wage, high-demand career may qualify for training scholarships via an Individual Training Account (ITA).

During the 2018 Summer program, for the second year in a row, we offered Dale Carnegie training for those young adults that were participating in an internship. 59 young adults participated in a 2-day training that focused on teamwork, leadership skills, communication skills and developing emotional intelligence. All participants attained a credential issued by Dale Carnegie for completing the soft skills training program, Generation NeXT. Recognizing the importance of soft skills in the workplace, Dale Carnegie training has now been integrated into the CareerPrep curriculum.

We also implemented a new summer training program, NextStep, at our Belle Glade and West Palm Beach locations. It is an intensive four-week work readiness program conducted during June targeting in-school youth. It encompasses work readiness skills, Dale Carnegie soft skills training and Microsoft training. 96.7% of the participants attained a credential.

We are continuously making improvements to our program such as leveraging technology to promote our year-round and summer programs and revising our curriculums to include up-to-date and relevant material. We continue to promote On-the-Job Training (OJT) and internship opportunities to our community business partners and encourage their participation to train and hire our young adults. Moving forward, we plan to develop an online orientation for employers making it easier for them to learn about our programs and sign up for participation. This promotes an investment in our qualified young adult candidates and becomes an extra incentive for employers.

We are continually looking for new ways to expand our reach across the entire county. During this program year we contracted with Eckerd Connects to conduct a young adult program in the Delray Beach area. However, in spite of best intentions, the program failed to meet our expectations. As a result, the contact was allowed to sunset. Those young adults that were enrolled by Eckerd Connects are being absorbed into our in-house programs. In the coming program year, we will continue to work with these young adults and with the School District to help young adults in Delray Beach community achieve their employment and educational goals.
Welfare Transition Program (WTP)

The Welfare Transition Program remains the most rigidly structured and complex workforce program that we administer. However, our WTP staff set the pace for all other workforce regions across the state. In PY2018-2019, we were 3rd out of 24 regions across the state in placing program participants in jobs. That represents 609 people that began the transition off public assistance and on to self-sustaining employment. That is only a slight decline from the previous year’s placements of 698 or a decrease of 12.2%.

The WTP Team was also able to raise the starting wage rate from $10.63 the previous year to $11.81 in PY2018-2019 an 11.1% increase. Although this fell just short of our goal of $12.21, it should be noted that the state sets the targeted wage rate for each of the 24 regions across the state. Palm Beach County has the highest targeted wage rate in the state.

The most important measure of success at the state level is “Participation Rate”. For the second year in a row CareerSource PBC set the pace for all other regions across the state by being first in “All Family Participation Rate” at 58.9% and the “Two Parent Participation Rate” was rated the highest in the state at 74.4%. To provide some perspective, only 2 of the 24 local workforce development regions met the state goal of 50% for the “All Family Participation Rate” and only CareerSource Palm Beach County met the goal for “Two Parent Participation Rate”. Although participation rate numbers don’t seem to have the impact of placement and wage rate metrics, they are critical for continued TANF funding from the federal government to the state and ultimately to our region.

Supplemental Nutrition Assistance Program (SNAP)

The Supplemental Nutrition Assistance Program (SNAP, formerly food stamps) enables low-income households to purchase more food than their limited budgets would otherwise allow, lifting millions out of poverty and improving food security. Households participating in SNAP include low-wage working individuals and families, low-income seniors, and people with disabilities.

The Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) is a mandatory program designed to assist eligible participants with obtaining skills through education, training and work experience that will ultimately lead to employment. In Florida, the SNAP E&T program is administered by the Department of Children and Families (DCF), and each local workforce development board is responsible for the delivery of services. DCF identifies Able-Bodied Adults without Dependents (ABAWDs), who are between the ages of 18-49, and refers these individuals for participation in the SNAP E&T program, where they must meet an 80-hour per-month work requirement to continue to receive food assistance benefits. In PY18-19, there was estimated over 150,000 mandatory E&T participants in Florida and 2,713 of those were assisted by the SNAP E&T program at CareerSource Palm Beach County.
Below is a summary of performance and achievements of our SNAP E&T program for PY18-19:

- Assisted 2,713 participants with a 51% Activity Completion Rate (state outcome measure).
- Achieved an average Entered Employment Rate of 14.28%, well over the state average of 6.84%.
- Recorded 549 placements in EmployFlorida with an average wage rate of $11.61/hr.
- Implemented onsite Soft Skills Workshop to help participants gain a better understanding of work ethic, as well as the skills needed to build cooperative relationships, create opportunities for advancement and maintain employment.
- Assigned 34 clients to participate in the subsidized Transitional Work Experience Program to help establish work history and gain valuable workplace skills.
- Increased focus on training and credential attainment as evidenced by the following:
  - Co-enrolled 5 participants in WIOA (3- Central, 2- West) for training scholarships
  - High School Diploma awarded to a participant of the onsite GED class
  - 33 Microsoft Office Specialist certifications obtained
  - 3 national certifications obtained by a graduate of the Hospitality Program
  - Over 200 participants completed 3,000+ trainings for job upskilling in Metrix Learning, a recently purchased web-based learning management system with skills assessment, career pathways and certification programs.

CareerSource Palm Beach County continues to do its part by preparing SNAP E&T participants to become gainfully employed, self-sufficient members of the community. Co-enrollment with WIOA is encouraged, providing SNAP E&T participants the opportunity for training and work experience while receiving wrap-around support services. SNAP recipients are served as a priority category for WIOA Adult funds. Identifying career pathways for eligible and suitable SNAP participants continues to be a beneficial strategy for economic mobility.

**Veteran Services**

Veteran services are provided by our Disabled Veteran Outreach Program Specialists (DVOPS) and Local Veteran Employment Representatives (LVER). This year showed a turnover of our DVOPS due to out-of-state staff relocations. Currently the DVOP team is functioning with 1 DVOP and two vacant positions. DVOPs provided 825 supportive intensive services directly contributed to 270 of these veterans gaining employment in diverse fields. Overall, CareerSource PBC provided over 19,000 services to 1,889 veterans of which 12,000 services were to veterans with significant barriers to employment. With the volume of veterans that seek services at CareerSource, center staff have received additional training to assist all...
veterans seeking employment. DVOPS have been tasked by DOL to case manage over 50% of the veterans who have the most critical need of services specifically homeless veterans. DVOPS perform two weekly outreaches to the homeless veteran shelter Faith Hope Love Charity.

The DVOP team has partnered with our internal “Re-Entry Team” which broadened the support network for veterans pending release from incarceration. In addition, the DVOP team attends Veterans Court every Monday working with veteran clients referred by their probation officers assisting in their finding suitable employment to reduce recidivism.

Our Local Veterans Employment Representatives (LVERs) engaged 242 of our local business customers including the support of 44 federal contractors in obtaining job orders representing 2,127 individual job orders across 169 industries. We now have over 6,000 subscriptions to our weekly “Veterans E-Blast” communicating hiring events, job search resources and networking opportunities. The LVER team is one of the best in the state, and has presented their Best Practice at the State Workforce Summit in Orlando two years in a row.

The DVOPS and LVERS together have hosted two educational forums for CareerSource regional veteran units in conjunction with State DOL VETS team.

Our Veterans team also maintains business suits, ties and shirts in “The Veterans Closet” which provides dozens of veterans with interview and work attire in meeting the standard of “dress for success” and a much needed boost in esteem.

Our Vice President of Business Services, also a veteran, is an Executive Board member of the Wounded Veterans Relief Fund and a member of the Veterans Coalition of Palm Beach County.

Business Services

CareerSource Palm Beach County increased the quality and quantity of services to businesses in PY2018-2019, resulting in increased market penetration. We have implemented new business models to improve our efficiency and effectiveness.

The state extended an incentive program to increase new market penetration through the 2018-2019 program year and the current 2018/2019 program year. Staff with business interactions was trained to provide appropriate e-codes (employer codes) in the state jobs data base (Employ Florida) documenting value added services provided and to submit a two question survey via our customer relationship management program “Salesforce.com.” While the surveys are indicative of interaction, they do not reflect key indicators of order fill rates or relationship development (return business). Results from CareerSource Florida incentive system, the Performance Funding Model (PFM), reveals CareerSource PBC in second place with a monetary award of $258,368.

The focus of Business Services was shifted from industry specific to Account Manager/Recruiter to improve the working relationship between the business customer, recruiter and account manager over
time, with a goal of each recruiter maintaining a stable, long-term relationship with 20 to 25 businesses with a broad spectrum of wage ranges and job types. Through this method, we develop an inventory of both individuals needing bridge jobs avoiding financial disaster to professionals looking for upward mobility. The goal is to form a top-to-bottom staffing partnership. This proved successful in construction, healthcare and hospitality industries. Industry specific recruiters focused on providing placements and return business from new and old clients alike. In particular, the hospitality industry has seen a boom in PBC with the building and opening of several new hotels. These hotels are utilizing CareerSource to staff their properties for opening day with onsite and offsite hiring events held by the recruiters. Business Services has also focused on the larger employers in the County such as the School District. After years of no commitment, the School District of Palm Beach County has reengaged CareerSource with success. Our Business Services team has provided hiring events and referrals for in-demand jobs such as bus drivers, maintenance and cafeteria workers resulting in over 130 job placements.

Business Services has also been responsive to the capabilities of our organization in providing exceptional customer service by managing job order disposition. Through close coordination with our recruiting function and our customers, we are able to determine the most efficient recruiting plan yielding the best results available. For example, an organization requiring no applicant screening with a well-defined recruiting system may be offered job posting service steering applicants to their job board (option 1) or a small growing company without staffing experience may be afforded the services of our professional recruiters to pre-screen qualified applicants (option 2).

The transition of our Veteran LVER staff into the Business Services function has resulted in systemic improvement in the business outreach process and stabilization of our outreach team. This program year we attained 986 job orders representing 2,623 individual jobs across 210 industries as seen below.
Financial Analysis

Overview

CareerSource Palm Beach County continues to be innovative and provide high quality programs and services in an ever-changing economy despite fluctuations in funding. In addition to our formula funding we look to attain funds through additional programs and grant opportunities, and to maximize the use of available funds.

The chart on the following page shows our annual allocations and other funds received in the 2018/2019 program year compared to the prior 2017/2018 program year. In PY 2018/2019, total WIOA formula funding increased $582,266 (6.9%) and TANF funds decreased $422,903 (-15.7%). This decrease in TANF included additional funds of $180,000 received during the year, which was a decrease of $416,000 from the 17/18 year. As a result of the decrease in TANF funds, programs such as subsidized employment may be limited.

Wagner Peyser (WP) funds saw a small decrease (-1.3%) and Veterans Programs decreased (-19.7%). The decrease in Vet funding was due to decreased staff mandated by the Department of Economic Opportunity. Reemployment Assistance, including assessments and eligibility, funding increased (8.5%).

Although we did not receive funds designated for the Virtual Career System (VCS) in 18/19, CareerSource PBC continued to enhance and showcase the product. This was funded with supplemental WIOA funds received.

Supplemental WIOA State level funds of $278,011 were received. WIOA/WP Incentives of $258,367 were earned based on performance. These funds allow us to continue programs such as re-entry and development of the VCS although we haven’t received designated funds.

Unrestricted Income of $188,641 was earned in program year 2018/2019, a -1.2% decrease from 2017/2018. $179,020 was from the Ticket-to-Work program. This program places individuals with disabilities in employment. An incentive is received based on job retention and it is anticipated these unrestricted funds will continue to grow. In addition, a donation of $5,000 was received from Royal Caribbean International for our disabilities programs. We also received $23,332 for rent from Vocational Rehab, who is located in our Belle Glade facility.

In PY 18/19 we received $100,000 from the Community Action Program to provide pre-apprenticeship trades training to 23 participants. This grant has been renewed for the 19/20 year. In addition, we received two grants from the Department of Economic Opportunity (DEO) to pilot new apprenticeship programs. The Marine Apprenticeship expansion is for $97,500 to establish curriculum and recruit participants. The Aeroflex program is for $149,129 for aerospace and aviation manufacturing program development and implementation. Both of these pilot programs will be supplemented with WIOA funds for additional training and work experience as needed.
Audit Results

The annual financial audit, PY17/18, performed by Grau & Associates, was completed in a timely manner and resulted in no findings. This was the first year of their contract with CareerSource Palm Beach County. The Department of Economic Opportunity (DEO) monitored our Finance Department two times during the fiscal year with no findings. In addition, monitoring and continuous improvement services were performed by Taylor, Hall, Miller, Parker PA twice this fiscal year. They have a long-standing history of providing services to Florida workforce boards including monitoring, technical guidance and training. All observations and recommendations were reviewed and implemented as appropriate.

CareerSource continues to look for ways to increase income and to serve our clients more efficiently and effectively. As we move into PY2019/2020, CareerSource plans to leverage community partnerships and increase our physical presence in several local areas, and to continue to expand apprenticeship training.

<table>
<thead>
<tr>
<th>Funding Stream</th>
<th>PY 2018/2019</th>
<th>PY 2017/2018</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIOA Adult</td>
<td>3,050,032</td>
<td>2,543,897</td>
<td>19.9%</td>
</tr>
<tr>
<td>WIOA Dislocated</td>
<td>3,133,578</td>
<td>3,556,845</td>
<td>-11.9%</td>
</tr>
<tr>
<td>WIOA Youth</td>
<td>2,872,936</td>
<td>2,373,538</td>
<td>21.0%</td>
</tr>
<tr>
<td>Supplemental WIOA State</td>
<td>278,011</td>
<td>350,142</td>
<td>-20.6%</td>
</tr>
<tr>
<td>WIOA-Virtual Career Center</td>
<td>0</td>
<td>300,000</td>
<td>-100.0%</td>
</tr>
<tr>
<td>TANF (1)</td>
<td>2,378,888</td>
<td>2,821,791</td>
<td>-15.7%</td>
</tr>
<tr>
<td>Reemployment Assistance (2)</td>
<td>731,156</td>
<td>673,716</td>
<td>8.5%</td>
</tr>
<tr>
<td>Wagner Peyser (3)</td>
<td>1,927,050</td>
<td>1,953,150</td>
<td>-1.3%</td>
</tr>
<tr>
<td>Vets (4)</td>
<td>511,326</td>
<td>637,042</td>
<td>-19.7%</td>
</tr>
<tr>
<td>SNAP (5)</td>
<td>562,088</td>
<td>546,761</td>
<td>2.8%</td>
</tr>
<tr>
<td>Incentives</td>
<td>258,367</td>
<td>891,898</td>
<td>-71.0%</td>
</tr>
<tr>
<td>OTHER</td>
<td>72,317</td>
<td>79,147</td>
<td>-8.6%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>15,775,749</strong></td>
<td><strong>16,727,927</strong></td>
<td>-5.7%</td>
</tr>
<tr>
<td>Grants</td>
<td>546,629</td>
<td>758,286</td>
<td>-27.9%</td>
</tr>
<tr>
<td>Unrestricted Funds</td>
<td>185,641</td>
<td>187,844</td>
<td>-1.2%</td>
</tr>
<tr>
<td>Other Income</td>
<td>39,143</td>
<td>61,504</td>
<td>-36.4%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>771,413</strong></td>
<td><strong>1,007,634</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>16,547,162</strong></td>
<td><strong>17,735,561</strong></td>
<td>-6.7%</td>
</tr>
</tbody>
</table>

1. Temporary Assistance for Needy Families (TANF), Employment and Training (E&T) - These funds are to provide eligible participants with job preparation, work opportunities, and support services to enable them to gain self-sufficiency.

2. Reemployment Assistance (RA) - these funds are provided to support local One Stop centers staff that assist customers in filing Unemployment Compensation initial and continuing claims via the state’s internet system. Additional funds are to provide assessments and eligibility for those at risk for losing
their unemployment benefits through the Reemployment Services and Eligibility Assessment program (RESEA).

3. Wagner Peyser – these funds are provided to assist individuals to secure employment and workforce information and to employers seeking qualified individuals to fill job openings. These services provide universal access to all.

4. Veterans Career Services – these funds provide for trained career consultants who are also veterans. Our staff assists veterans to effectively translate their military experience and skills for a civilian prospective employer. A special staff focus is to assist veterans facing additional barriers to employment.

5. Supplemental Nutrition Assistance Program (SNAP), Employment and Training (E&T) - These funds provide eligible participants with job preparation, training and work experience to enable them to gain self-sufficiency.

**Steps Taken to Reduce Costs and Increase Revenue**

With the uncertainties we face from year to year in federal and state funding, it is essential that we take steps each program year to find supplemental funding so that we can continue to support WIOA goals and improve the efficiency and effectiveness of our programs. Following is an overview of the funds received (beyond our formula funding) during 2018/2019.

A. **Increased Revenue or In-Kind Staff Savings from Outside Agencies in Palm Beach County:**
   - One-Cent Sales Tax training dollars (4-year commitment) $100,000
   - Vocational Rehab Rent (West Career Center) $23,332
   - **Total** $123,332

B. **Unrestricted Funds for PY 2017/2018**
   - Ticket-to-Work $179,020

C. **Industry Cluster and Funding Grants:**
   - Farris Foundation ($200,000/per year thru 6/1/19) $200,000
   - CareerSource Florida Funding:
     - AEROFLEX Apprenticeship Grant $149,129
     - Marine Apprenticeship Grant $97,500
   - **Total** $446,629

D. **State Incentives**
   - Performance Funding Model $258,367

**Totals from A, B, C, D and E:**

A. **Increased Revenue** $123,332
B. **Unrestricted Funds** $179,020
C. **Industry Cluster & Grants** $446,629
D. **State Incentives** $258,367

**Total** $1,007,348
### Grants

<table>
<thead>
<tr>
<th>Name of Grant</th>
<th>Amount Req.</th>
<th>Amount Awarded</th>
<th>Balance 5/31/19</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitality Training/REACH</td>
<td>$323,000</td>
<td>$323,596</td>
<td>$9,978</td>
<td>Dec 2018</td>
</tr>
<tr>
<td>DOL Community Based Training: Trades</td>
<td>$300,000</td>
<td>$269,000</td>
<td>$0</td>
<td>Jun 2019</td>
</tr>
<tr>
<td>Farris Foundation</td>
<td>$600,000 over 3 years</td>
<td>$600,000 over 3 years</td>
<td>$283,591</td>
<td>Dec 2019</td>
</tr>
<tr>
<td>AEROFLEX</td>
<td>$149,129</td>
<td>$149,129</td>
<td>$143,624</td>
<td></td>
</tr>
<tr>
<td>Marine Industries</td>
<td>$97,500</td>
<td>$97,500</td>
<td>$97,500</td>
<td></td>
</tr>
<tr>
<td>CAP Community Services</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>3 years</td>
</tr>
<tr>
<td><strong>Grant Totals</strong></td>
<td></td>
<td></td>
<td><strong>$1,139,225</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Awards

<table>
<thead>
<tr>
<th>Award</th>
<th>Amount Req.</th>
<th>Amount Awarded</th>
<th>Balance 5/31/19</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESEA Performance Award</td>
<td>N/A</td>
<td>$667,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>CareerSource Florida</td>
<td>N/A</td>
<td>$192,400</td>
<td>$117,174</td>
<td>Dec 2019</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>$32,832</td>
<td>$0</td>
<td>Sep 2019</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>$258,368</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wells Fargo</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Award Totals</strong></td>
<td></td>
<td></td>
<td><strong>$1,155,600</strong></td>
<td></td>
</tr>
</tbody>
</table>
Staffing

Over the past five years, we have strived to improve our services every year in spite of reductions in funding. While this has been a challenge, it has been accomplished in four ways, by:

- Reducing everything that wasn't necessary from the budget
- Improvements in technology
- Hiring the right staff
- Creating a motivated team that is driven to excel.

As of July 31, 2018 for PY2017-18, we had 110 full time and 15 temporary staff, totaling 125, of which 79 were required to run the mandated One-Stop services. Above those 79 needed to run the One Stop, we had 46 additional staff. Specific grants paid for 23 staff of these positions and the other 23 were paid through formula allocations of WIOA and TANF and performance funding receive.

We have taken the initiative over the years to come up with programs and services that address the hardest to serve and because of this, we already had community partner relationships that matched the intent of the new WIOA law and the 22 MOU's we now have in place. We have also looked to grant opportunities to fill in gaps and to fund new initiatives.

During the PY 18/19 we entered into a contract to expand Youth services into the Delray area. In the upcoming 19/20 year we will take over that space and run the program with internal staff. We are currently working with other communities to provide services in additional locations through our region.

As of July 31, 2019 for PY2018-19 we had 123 full time, 1 part-time and 3 temporary staff, totaling 127, of which 81 are required to run the mandated One-Stop services. Above those 81 needed to run the One Stop, we have 46 additional staff. Specific grants pay for 22 staff of these positions and the other 24 are paid through WIOA and TANF funds.

On page 46 is a breakdown of the additional 46 staff, by program, above the minimum required to run the one stop and how they are funded compared with the prior year.
<table>
<thead>
<tr>
<th>Department</th>
<th>PY 17/18 Program Allocations</th>
<th>PY 17/18 Grant Funded</th>
<th>PY 18/19 Program Allocations</th>
<th>PY 18/19 Grant Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans</td>
<td></td>
<td>6</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Ticket to Work (Social Security)</td>
<td>4</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Educational Partnerships</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internships</td>
<td></td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Vocational Rehabilitation Training</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic Community Expansion</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplemental Nutrition Assistance Program (SNAP)</td>
<td></td>
<td>5</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

**Grants**

- Farris Grant
- Healthcare Sector Partnership
- Re-Entry (Pre-Release)
- RESEA
- Hospitality Training/REACH (Disability)
- Trades Training
- Glades Communities
- Healthcare Expansion
- Hospitality Expansion
- Business Services/Recruiters
- Career Expo’s /Apprenticeships
- WIOA (Performance)
- Virtual Career System
- Homeless (Lord’s Place)

<table>
<thead>
<tr>
<th></th>
<th>PY2017 - 2018</th>
<th>PY2018- 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Additions</td>
<td>3,461,000</td>
<td>3,098,000</td>
</tr>
<tr>
<td>Grant Funded</td>
<td>1,608,000</td>
<td>1,624,000</td>
</tr>
<tr>
<td>Program Funded</td>
<td>1,853,000</td>
<td>1,474,000</td>
</tr>
</tbody>
</table>
Palm Beach County Workforce Profile

The 2019 population of Palm Beach County is 1,513,951. The demographics of Palm Beach County are changing as our county population increases and ages. We see a future full of opportunities to adapt to these changes, using a workforce that is on average better educated than the state or nation. Below you will find a series of charts providing current information and a 7-year forecast for Palm Beach County:

**Population by Age Cohort**

<table>
<thead>
<tr>
<th>Age Cohort</th>
<th>2019 Population</th>
<th>2026 Population</th>
<th>Change</th>
<th>% Change</th>
<th>2019 % of Cohort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5 years</td>
<td>79,260</td>
<td>86,274</td>
<td>7,014</td>
<td>9%</td>
<td>5.24%</td>
</tr>
<tr>
<td>5 to 9 years</td>
<td>78,244</td>
<td>83,294</td>
<td>5,050</td>
<td>6%</td>
<td>5.17%</td>
</tr>
<tr>
<td>10 to 14 years</td>
<td>81,936</td>
<td>82,897</td>
<td>961</td>
<td>1%</td>
<td>5.41%</td>
</tr>
<tr>
<td>15 to 19 years</td>
<td>82,424</td>
<td>83,400</td>
<td>976</td>
<td>1%</td>
<td>5.44%</td>
</tr>
<tr>
<td>20 to 24 years</td>
<td>80,827</td>
<td>82,335</td>
<td>1,508</td>
<td>2%</td>
<td>5.34%</td>
</tr>
<tr>
<td>25 to 29 years</td>
<td>92,398</td>
<td>90,849</td>
<td>-1,549</td>
<td>-2%</td>
<td>6.10%</td>
</tr>
<tr>
<td>30 to 34 years</td>
<td>90,905</td>
<td>95,386</td>
<td>4,481</td>
<td>5%</td>
<td>6.00%</td>
</tr>
<tr>
<td>35 to 39 years</td>
<td>87,392</td>
<td>100,287</td>
<td>12,895</td>
<td>15%</td>
<td>5.77%</td>
</tr>
<tr>
<td>40 to 44 years</td>
<td>85,422</td>
<td>93,377</td>
<td>7,955</td>
<td>9%</td>
<td>5.64%</td>
</tr>
<tr>
<td>45 to 49 years</td>
<td>91,455</td>
<td>88,601</td>
<td>-2,854</td>
<td>-3%</td>
<td>6.04%</td>
</tr>
<tr>
<td>50 to 54 years</td>
<td>98,644</td>
<td>88,603</td>
<td>-10,041</td>
<td>-10%</td>
<td>6.52%</td>
</tr>
<tr>
<td>55 to 59 years</td>
<td>103,918</td>
<td>98,378</td>
<td>-5,540</td>
<td>-5%</td>
<td>6.86%</td>
</tr>
</tbody>
</table>
### Age Cohort Population

<table>
<thead>
<tr>
<th>Age Cohort</th>
<th>2019 Population</th>
<th>2026 Population</th>
<th>Change</th>
<th>% Change</th>
<th>2019 % of Cohort</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 to 64 years</td>
<td>99,187</td>
<td>107,369</td>
<td>8,182</td>
<td>8%</td>
<td>6.55%</td>
</tr>
<tr>
<td>65 to 69 years</td>
<td>92,157</td>
<td>112,384</td>
<td>20,227</td>
<td>22%</td>
<td>6.09%</td>
</tr>
<tr>
<td>70 to 74 years</td>
<td>86,555</td>
<td>99,514</td>
<td>12,959</td>
<td>15%</td>
<td>5.72%</td>
</tr>
<tr>
<td>75 to 79 years</td>
<td>70,363</td>
<td>83,523</td>
<td>13,160</td>
<td>19%</td>
<td>4.65%</td>
</tr>
<tr>
<td>80 to 84 years</td>
<td>51,370</td>
<td>63,721</td>
<td>12,351</td>
<td>24%</td>
<td>3.39%</td>
</tr>
<tr>
<td>85 years and over</td>
<td>61,495</td>
<td>63,513</td>
<td>2,018</td>
<td>3%</td>
<td>4.06%</td>
</tr>
<tr>
<td>Total</td>
<td>1,513,951</td>
<td>1,603,705</td>
<td>89,754</td>
<td>6%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

### Population by Race/Ethnicity

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>2019 Population</th>
<th>2026 Population</th>
<th>Change</th>
<th>% Change</th>
<th>2019 % of Cohort</th>
</tr>
</thead>
<tbody>
<tr>
<td>White, Non-Hispanic</td>
<td>811,711</td>
<td>819,601</td>
<td>7,890</td>
<td>1%</td>
<td>53.62%</td>
</tr>
<tr>
<td>White, Hispanic</td>
<td>316,151</td>
<td>358,089</td>
<td>41,938</td>
<td>13%</td>
<td>20.88%</td>
</tr>
<tr>
<td>Black, Non-Hispanic</td>
<td>285,281</td>
<td>311,994</td>
<td>26,713</td>
<td>9%</td>
<td>18.84%</td>
</tr>
<tr>
<td>Asian, Non-Hispanic</td>
<td>43,390</td>
<td>49,051</td>
<td>5,661</td>
<td>13%</td>
<td>2.87%</td>
</tr>
<tr>
<td>Two or More Races, Non-Hispanic</td>
<td>21,014</td>
<td>23,686</td>
<td>2,672</td>
<td>13%</td>
<td>1.39%</td>
</tr>
<tr>
<td>Black, Hispanic</td>
<td>17,035</td>
<td>19,485</td>
<td>2,450</td>
<td>14%</td>
<td>1.13%</td>
</tr>
</tbody>
</table>
### Race/Ethnicity

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>2019 Population</th>
<th>2026 Population</th>
<th>Change</th>
<th>% Change</th>
<th>2019 % of Cohort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two or More Races, Hispanic</td>
<td>7,218</td>
<td>8,600</td>
<td>1,382</td>
<td>19%</td>
<td>0.48%</td>
</tr>
<tr>
<td>American Indian or Alaskan Native, Hispanic</td>
<td>6,450</td>
<td>6,983</td>
<td>533</td>
<td>8%</td>
<td>0.43%</td>
</tr>
<tr>
<td>American Indian or Alaskan Native, Non-Hispanic</td>
<td>2,462</td>
<td>2,591</td>
<td>129</td>
<td>5%</td>
<td>0.16%</td>
</tr>
<tr>
<td>Asian, Hispanic</td>
<td>1,548</td>
<td>1,769</td>
<td>221</td>
<td>14%</td>
<td>0.10%</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander, Hispanic</td>
<td>991</td>
<td>1,096</td>
<td>105</td>
<td>11%</td>
<td>0.07%</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander, Non-Hispanic</td>
<td>699</td>
<td>757</td>
<td>58</td>
<td>8%</td>
<td>0.05%</td>
</tr>
<tr>
<td>Total</td>
<td>1,513,951</td>
<td>1,603,705</td>
<td>89,754</td>
<td>6%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

### Population by Gender

<table>
<thead>
<tr>
<th>Gender</th>
<th>2019 Population</th>
<th>2026 Population</th>
<th>Change</th>
<th>% Change</th>
<th>2019 % of Cohort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Females</td>
<td>780,035</td>
<td>825,534</td>
<td>45,499</td>
<td>6%</td>
<td>51.52%</td>
</tr>
<tr>
<td>Males</td>
<td>733,916</td>
<td>778,171</td>
<td>44,255</td>
<td>6%</td>
<td>48.48%</td>
</tr>
<tr>
<td>Total</td>
<td>1,513,951</td>
<td>1,603,705</td>
<td>89,754</td>
<td>6%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
Educational Attainment
Concerning educational attainment, 20.7% of Palm Beach County, FL residents possess a Bachelor's Degree in 2018 (2.1% above the national average), and 8.8% hold an Associate's Degree (0.8% above the national average).

<table>
<thead>
<tr>
<th>Education Level</th>
<th>% of Population</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than 9th Grade</td>
<td>7.4%</td>
<td>80,998</td>
</tr>
<tr>
<td>9th Grade to 12th Grade</td>
<td>5.8%</td>
<td>63,035</td>
</tr>
<tr>
<td>High School Diploma</td>
<td>25.4%</td>
<td>277,987</td>
</tr>
<tr>
<td>Some College</td>
<td>19.4%</td>
<td>212,181</td>
</tr>
<tr>
<td>Associate's Degree</td>
<td>8.8%</td>
<td>96,310</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td>20.7%</td>
<td>227,062</td>
</tr>
<tr>
<td>Graduate Degree and Higher</td>
<td>12.6%</td>
<td>137,976</td>
</tr>
</tbody>
</table>

Educational Pipeline
In 2017, there were 19,639 graduates in Palm Beach County, FL. This pipeline has grown by 4% over the last five years. The highest share of these graduates come from Liberal Arts and Sciences/Liberal Studies, "Business Administration and Management, General", and "Business Administration and Management, General".

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Atlantic University</td>
<td>7,774</td>
<td></td>
</tr>
<tr>
<td>Palm Beach State College</td>
<td>7,400</td>
<td></td>
</tr>
<tr>
<td>Lynn University</td>
<td>856</td>
<td></td>
</tr>
<tr>
<td>Palm Beach Atlantic University</td>
<td>789</td>
<td></td>
</tr>
<tr>
<td>South University-West Palm Beach</td>
<td>363</td>
<td></td>
</tr>
<tr>
<td>Everglades University</td>
<td>358</td>
<td></td>
</tr>
<tr>
<td>Southeastern College-West Palm Beach</td>
<td>286</td>
<td></td>
</tr>
</tbody>
</table>
Historic & Projected Trends

Population Trends

As of 2018 the region's population increased by 8.4% since 2013, growing by 115,712. Population is expected to increase by 5.6% between 2018 and 2023, adding 83,604.

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>1,378,503</td>
</tr>
<tr>
<td>2014</td>
<td>1,402,071</td>
</tr>
<tr>
<td>2015</td>
<td>1,428,384</td>
</tr>
<tr>
<td>2016</td>
<td>1,453,773</td>
</tr>
<tr>
<td>2017</td>
<td>1,471,157</td>
</tr>
<tr>
<td>2018</td>
<td>1,494,216</td>
</tr>
<tr>
<td>2019</td>
<td>1,513,951</td>
</tr>
<tr>
<td>2020</td>
<td>1,532,077</td>
</tr>
<tr>
<td>2021</td>
<td>1,548,700</td>
</tr>
<tr>
<td>2022</td>
<td>1,563,920</td>
</tr>
<tr>
<td>2023</td>
<td>1,577,819</td>
</tr>
</tbody>
</table>
Job Trends

From 2013 to 2018, jobs increased by 15.2% in Palm Beach County, FL from 589,730 to 679,546. This change outpaced the national growth rate of 8.5% by 6.7%.

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>589,730</td>
</tr>
<tr>
<td>2014</td>
<td>613,023</td>
</tr>
<tr>
<td>2015</td>
<td>636,856</td>
</tr>
<tr>
<td>2016</td>
<td>656,524</td>
</tr>
<tr>
<td>2017</td>
<td>668,453</td>
</tr>
<tr>
<td>2018</td>
<td>679,546</td>
</tr>
<tr>
<td>2019</td>
<td>693,312</td>
</tr>
<tr>
<td>2020</td>
<td>704,195</td>
</tr>
<tr>
<td>2021</td>
<td>713,052</td>
</tr>
<tr>
<td>2022</td>
<td>720,141</td>
</tr>
<tr>
<td>2023</td>
<td>723,870</td>
</tr>
</tbody>
</table>
Unemployment Rate Trends

The most widely reported labor statistic is the Current Population Survey or, as it is better known, the unemployment rate. The unemployment rate is calculated monthly by the federal Bureau of Labor Statistics. The rate is calculated by dividing the number of unemployed persons (as self-reported) by the size of the workforce and multiplying that number by 100, where an unemployed person is defined as a person not currently employed but actively seeking work. The size of the workforce is defined as both those employed plus those unemployed.

The labor force is defined as persons 16 years of age and older residing in the 50 states and the District of Columbia who are not inmates of institutions (penal and mental facilities, homes for the aged), and who are not on active duty in the Armed Forces. Therefore, many unemployed people who are capable of working are not counted since they are no longer seeking employment. As a result, the unemployment rate significantly understates the level of engagement of the current workforce.

That being said, the unemployment rate in Palm Beach County over this last program year has continued to drop from 3.9% in June 2018 to 3.6% in June 2019. Although 4% has traditionally been accepted as near full employment, perhaps a more accurate gauge of the strength of the workforce is the Labor Force Participation Rate.

Palm Beach County had a March 2019 unemployment rate of 3.23%, down from 5.87% 5 years before.
<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Unemployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>5.9%</td>
</tr>
<tr>
<td>2015</td>
<td>5.1%</td>
</tr>
<tr>
<td>2016</td>
<td>4.7%</td>
</tr>
<tr>
<td>2017</td>
<td>4.2%</td>
</tr>
<tr>
<td>2018</td>
<td>3.6%</td>
</tr>
<tr>
<td>January 2019</td>
<td>3.9%</td>
</tr>
<tr>
<td>February 2019</td>
<td>3.4%</td>
</tr>
<tr>
<td>March 2019</td>
<td>3.2%</td>
</tr>
<tr>
<td>April 2019</td>
<td>2.9%</td>
</tr>
<tr>
<td>May 2019</td>
<td>3.1%</td>
</tr>
<tr>
<td>June 2019</td>
<td>3.6%</td>
</tr>
</tbody>
</table>
Labor Force Participation Rate Trends

The labor force participation rate is the ratio between the labor force and the overall size of the national population of the same age range. In other words, of the entire available workforce, what percentage is actually employed? Florida’s labor force participation rate peaked at 64% from November 2006 to March 2007. Until recently, the participation rate was generally declining. However, the rate began to increase gradually until October 2017. The reported Florida participation rate was 59% in October 2017. Since then we have seen a slight decline to 58% in March 2019. So, in a booming economy with more open jobs than qualified applicants to fill them, why would less people be entering or re-entering the workforce? Some of the reasons will be discussed in the sections on “Advertised Job Openings” and “Workforce Trends”.

![Labor Force Participation Rate Graph]

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Labor Force Participation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>58.17%</td>
</tr>
<tr>
<td>2015</td>
<td>57.50%</td>
</tr>
<tr>
<td>2016</td>
<td>57.97%</td>
</tr>
<tr>
<td>2017</td>
<td>58.49%</td>
</tr>
<tr>
<td>2018</td>
<td>58.13%</td>
</tr>
<tr>
<td>January 2019</td>
<td>57.78%</td>
</tr>
<tr>
<td>February 2019</td>
<td>58.10%</td>
</tr>
<tr>
<td>March 2019</td>
<td>58.04%</td>
</tr>
</tbody>
</table>
Population Characteristics

Palm Beach County, FL has 255,634 millennials (ages 20-34). The national average for an area this size is 304,699.

Retirement risk is high in Palm Beach County, FL. The national average for an area this size is 419,390 people 55 or older, while there are 540,038 here.

Racial diversity is high in Palm Beach County, FL. The national average for an area this size is 577,751 racially diverse people, while there are 664,313 here.

The population of Palm Beach County is expected to increase 6 percent by 2026. The U.S. population as a whole will grow only 3 percent during that same time period. The large generation known as baby boomers is aging, and life expectancy for the elderly is increasing. The number of people in Palm Beach County between the ages of 70 and 84 will spike by 58 percent from 2019–2026. The generation behind the millennials, known as generation Z is small, and fertility rates are declining. The number of people between the ages of 5 and 24 will remain essentially unchanged in 2026.

Advertised Job Openings

A large number of the workers who left the active job market during the recent recession are unlikely to return, either by choice or due to difficulty finding another job. We see this reflected in the labor force participation figures. “Skill erosion” has made many of the long-term unemployed uncompetitive in the eyes of potential employers. In addition, we are seeing that a skill gap exists between those looking for work and open advertised jobs. Regardless of whether long-term unemployment has caused an erosion of work skills or that technological changes have contributed to structural unemployment, the fact still remains; the number of unfilled advertised positions remains high in Palm Beach County.
Economic Outlook

In the past few months news about the U.S. economy was a mixed bag. On one hand, it is clearly slowing, the rest of the world is slowing even more, the U.S.-China trade dispute and other geopolitical news are all raising the fears of a looming recession. On the other hand, consumers are feeling confident and continue to spend more, and government spending has been accelerating in recent quarters, both supporting still solid overall economic growth.

The U.S. economy slowed from about three percent during most of 2018 to about two percent now. Much of the slowing is a result of business spending on equipment and structures, and from weaker exports. The slowing of economic activity is leading to slower employment growth, which is also constrained by recruiting difficulties in an historical tight labor market.

But with almost no growth in the working-age population, even more modest employment growth is enough to tighten the labor market. U6 -the broad measure of labor market slack in the U.S., reached 7.0 percent, the lowest rate since 2000, and one of the lowest ever.
<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st half</td>
<td>2nd half</td>
<td>I Q*</td>
<td>II Q*</td>
<td>III Q</td>
</tr>
<tr>
<td>Real GDP</td>
<td>3.0</td>
<td>2.0</td>
<td>3.1</td>
<td>2.1</td>
<td>2.0</td>
</tr>
<tr>
<td>Real Consumer Spending</td>
<td>2.8</td>
<td>2.5</td>
<td>1.1</td>
<td>4.3</td>
<td>2.7</td>
</tr>
<tr>
<td>Residential Investment</td>
<td>-4.5</td>
<td>-4.3</td>
<td>-1.1</td>
<td>-1.5</td>
<td>1.1</td>
</tr>
<tr>
<td>Real Capital Spending</td>
<td>8.3</td>
<td>3.5</td>
<td>4.4</td>
<td>-0.6</td>
<td>4.5</td>
</tr>
<tr>
<td>Exports</td>
<td>3.3</td>
<td>-2.4</td>
<td>4.2</td>
<td>-5.2</td>
<td>-1.0</td>
</tr>
</tbody>
</table>

Source: THE CONFERENCE BOARD ECONOMIC OUTLOOK, 2018-2019-2020
Percentage change, seasonally adjusted annual rates (except where noted as *Actual Value)

As a result of slower economic and revenue growth and accelerating labor cost growth, corporate profits have been squeezed in recent years. The share of corporate profits in the non-financial business sector has been dropping rapidly as the share of wages and salaries has been rising.

The change in direction of the Federal Reserve from raising to lowering interest rates led to a very large drop in long-term interest rates in recent months. Housing and other interest rate sensitive industries will be stimulated. This, together with solid consumer spending and rapid growth in government spending should keep the economy growing at about two percent rate in the coming quarters. However, the recent escalation of the US-China trade dispute and other geopolitical uncertainties increase the risk of a sharper slowdown than the base scenario. Half the corporate chief financial officers surveyed by Duke University expect the economy to shrink by the second quarter of 2020. Two-thirds expect a recession by the end of next year.

The probability that Florida’s $1 trillion economy will lapse into recession has risen substantially since the spring, the chief economist for the Florida Chamber Foundation said Wednesday. In April, foundation economist Jerry Parrish put the chances of a Florida recession within nine months at a little under 21 percent. Now he sees a 34.2 percent probability.
Switch focus to the future economy for Palm Beach County, the numbers are very solid so far, but let’s look at some key business indicators:

- **Palm Beach County** has an average unemployment rate of 3.5%. The US average is 3.9%.
- Palm Beach County has seen the job market increase by 1.4% over the last year. Future job growth over the next ten years is predicted to be 39.6%, which is higher than the US average of 33.5%. This is why Palm Beach County was ranked in the top 10 nationally for attracting and developing talent by EMSI in 2018.

- **Tax Rates for Palm Beach County**
  - The Sales Tax Rate for Palm Beach County is 7.0%. The US average is 7.3%.
  - The Income Tax Rate for Palm Beach County is 0.0%. The US average is 4.6%.
  - Tax Rates can have a big impact when comparing the cost of living for both and individual or a business relocation.

- **Income and Salaries for Palm Beach County**
  - The average income of a Palm Beach County resident is $33,072 a year. The US average is $28,555 a year.
  - The Median household income of a Palm Beach County resident is $52,878 a year. The US average is $53,482 a year.

- **The Real Estate Market Update report**
  - The Palm Beach County market was slow to begin 2019, then interest rates dropped again and by June the market moved into high gear.
  - While June 2019 numbers are down slightly year over, the numbers were still strong as we analyze overall year-to-date.
  - Cash sales as a percentage of total sales were down 30% of all sales for June. This is no surprise with money so inexpensive to borrow right now.

- **Tourism Drives Money into Palm Beach County**
  - Palm Beach County welcomed a record-breaking 7.89 million people who visited in 2017.
  - The excellent transportation infrastructure of Palm Beach County makes visiting easy, major highways, international airport here and two others within one hour and now the new Brightline train, transportation into The Palm Beaches from Fort Lauderdale and Miami is even faster and more convenient – with an additional connection to Orlando coming soon.
Workforce Trends

Ghosting

In the 1999 film *Office Space*, a dark comedy about the mundane nature of work, a disgruntled software engineer Peter Gibbons tells his new love interest, Joanna, he hates his job and doesn’t want to go anymore. When Joanna, played by Jennifer Aniston, asks Peter whether he is going to quit, he responds “Not really; I’m just going to stop going.” Peter’s attitude is a comic reflection of a growing trend in the workplace, and it’s driving hiring managers and recruiters crazy. The trend is called ghosting. According to the Urban Dictionary, ghosting is the act of suddenly ceasing all communications with someone the subject is dating, but has lost interest in them. No response to emails, text messages, phone calls, tweets, etc. They become a ghost and disappear. So why do people do such a callous thing? They simply are trying to avoid an unpleasant conversation. Is this conduct ethical? Maybe not, but remember when the economy was at its low point a few years ago, and every open position posted drew scores of qualified candidates? What are some of the behaviors that businesses adopted that may have led to ghosting?

To be blunt, businesses are simply getting a taste of their own medicine. Wharton School of Management professor, Peter Cappelli, who is also director of the school’s Center for Human Resources, believes ghosting reflects a change in today’s work environment. Not long ago, employers once held all the cards and often treated hiring as “a commodity exercise.” During the recent recession businesses shamelessly ghosted job seekers. Employers have engaged in these practices for so long that it has become perfectly acceptable. For example, employers took thousands of on-line applications from candidates, but never acknowledged receiving them. This practice is so widespread that even job seekers have gotten comfortable with the fact that they probably won’t hear anything back from the employer either positive or negative. Job seekers now expect to be ghosted. A particularly egregious practice occurs when hiring managers call in a candidate for an interview, but never notify them they were not selected for the position. Other practices further alienated job seekers such as listing a job, and taking applications only to pull the job listing at the last minute or fill the position with an internal candidate that was pre-selected before the position was ever posted. Job seekers have also become more savvy about “ghost jobs”. These are postings for jobs that don’t really exist. Some companies call for resumes just to build their applicant pool; others neglect to delete postings for jobs that have already been filled. Is it any wonder that job seekers now feel little or no remorse for ghosting employers that treat them so poorly?

However, with a tight labor market, the power has shifted. Employees are at an advantage in today’s economy. In many cases, there are more jobs available than skilled candidates to fill them. As a result, some job seekers receive multiple offers, or continue to find better opportunities after they have committed accepting a job with a new employer. Even after they begin a new job, they may jump to a
better opportunity without saying a word. They just stop showing up to work. Candidates that we refer to an employer, but fail to show up for the interview can reflect poorly on CareerSource. According to Julia Dattolo, Vice President of Business Services, on average, 3 to 4 candidates per day that we refer to an employer will not show up for the interview. Another example given is a recent hiring event for certified nursing assistants, CNA’s. Only 3 of the 20 CNA’s scheduled for an interview with perspective employers showed up for their interview. The problem is made even worse when you consider the wasted time and effort expended on identifying the right candidate, prepping them for the interview and setting up the meeting with the employer.

Ghosting has become far more prevalent lately. In a survey conducted by a Washington based research firm 71% of workers admitted to ghosting at some point in the search for a new job. 55% of the respondents admitted to abandoning 1 out of 5 applications during the job search.

Furthermore, 41% of job seekers felt it was OK to ghost an employer. Ghosting is not only frustrating for recruiters and businesses, it’s also expensive. The Society for Human Resource Management reports the average cost per hire for companies is $4,129 and the average time to fill a position is 42 days. Ghosting increases those costs and extends the time to fill a position. So what can businesses do to reduce ghosting?

Before you begin, make sure that your pay and benefits package is competitive with other employers in your industry. Start by evaluating your job search and on-boarding processes. According to research conducted by Inavero, 77% of candidates are willing to accept an offer that is 5% lower than their expectations if the employer created a great impression through the hiring process. When candidates apply, acknowledge their interest in the position, assure them their qualifications will be given careful consideration and they will be contacted. For those invited for an interview, let them know when a decision regarding the job will be made and commit to following up with everyone that interviewed not just the individual selected. Let them know if they were not selected, and thank them for giving us their time to come in for an interview. Remember; they may not have been the right fit for this position, but may be perfect for a future position. Leave them with a good impression of your organization. It should also go without saying; take down job postings once the position is filled, and don’t post jobs that either don’t exist, or for which an internal candidate has been pre-selected.

According to a study conducted by the Wyndhurst Group, employees decide to stay or leave a job within the first 3 weeks. After the honeymoon period of starting a new job is over, some employees may have buyer’s remorse. They may miss their friends at the old job, or begin to realize that this job isn’t as much fun as it sounded in the interview. As a result, some simply walk away without a word. So what can businesses do to mitigate the chances of losing a new employee?
Try a strategy of “winning the hearts and minds”. Prior to a candidate’s first day, reach out with a friendly message welcoming the new employee or sharing an introduction to some of the benefits your organization has to offer. When the new hire arrives for their first day, be sure they are personally introduced to their coworkers and designate a point of contact who will be readily available to answer questions. After 6 months, the new hire has learned the ropes. Continuous feedback is what’s going to help them hone their skills, catch mistakes and take corrective action when needed. This is also a great way to establish rapport and trust with the rest of the team. After the first year, managers should start having conversations about a new hire’s future within the organization and their career development as a way to show the employee that the organization is invested in their continued success.

No one can say for sure whether ghosting in the workplace is a trend that is here to stay or if the emergence of a more employer-friendly job market will curb it. But for now, Job seekers’ attitudes have changed, so organizations need to adjust accordingly.

**Disruptive Technologies**

We are at a turning point in human history. We are seeing a confluence of many innovative but disruptive technologies that, in conjunction, will bring about a tsunami of change. In 2019, 3rd Platform technologies and services drive nearly 75% of IT spending – growing at 2 times the rate of the total market. Those 3rd platform technologies and services—cloud, big data/analytics, social, and mobile platforms are no longer “emerging” but have become the default choice. By 2020, 67% of enterprise IT infrastructure and software will be for cloud-based offerings.

Even more disruptive technologies such as AI, Robotics, Machine Learning and Blockchain have the combined potential of transforming economic structures, business models, companies and jobs. Organizations need to consider preparing for these disruptive technologies and massive changes in ways that are different from previous approaches to handling emerging technologies. We are approaching the post-digital transformation era and inching towards the rise of the 4th platform (new set of technologies that will become mainstream in ten years), where it might not be sufficient to create technology innovation centers within the organization, invest in a proof of concept or pilot projects to experiment with new technologies.

In last year’s Annual Organizational Effectiveness Report, we focused on the implications of automation. This year we want to take it a step further to discuss advanced automation as well as another disruptive technology, Artificial Intelligence or AI. Although both terms are sometimes used interchangeably, they are very different. Automation is characterized by devices that have been programmed to perform routine human tasks with greater speed, precision and predictability with little or no human intervention. A classic
example of automation is a robotic welder in an auto plant. The welder has been programed to produce flawless welds on a specific chassis, time after time with no direct input from a human. These robots are fast and precise, but dumb. Send a different type chassis down the production line and the robot is lost. Artificial intelligence takes this to the next level, machine learning. Unlike automation, AI perceives its environment and takes actions that maximize its chance of successfully achieving its goals. Machine learning, the study of computer algorithms that improve automatically through experience. So what are the current applications of AI and their implications for the workforce and society in general?

Let’s take self-driving electrical vehicles (EVs) as an example of a disruptive technology that will impact the future of the workforce and will disrupt many dominant industries. Up until a few years ago, driving a vehicle was considered an impossible task to automate. We are in an era where AI technologies with deep neural networks along with advanced sensors can detect and classify objects such as cars, trucks, motorcycles, bicycles, signs, pedestrians and lane markings. As a result, a computer driving a car is becoming a reality. The price of lithium-ion batteries is poised to fall dramatically by 2020 due to increased production capacity. These conditions are ripe for the widespread adoption of self-driving electric vehicles. In June 2019, Tesla reported deliveries of 1,000 electric cars per month. The U.S. Postal Service is also experimenting with self-driving long haul trucks to move mail across state lines.

We are seeing technology trends that are creating a new economic shift in consumers’ behavior from needing to acquire a product (a car in this case), to requesting a service to satisfy the same economic need (Uber or Lyft). This is because, in the long run, it will be much cheaper and more convenient to go with a service rather than owning a car. This new economic model, called “Transportation As A Service” (TAAS), will disrupt existing models, industries and companies. It will also usher in an era where we can subscribe to a monthly transportation service similar to the way we subscribe to an internet service today with a predefined price, distances and with preselected destinations. While Uber and Lyft do not offer this yet, with self-driving EVs it is possible to envision them promoting such a service in the near future.

With EVs dominating the car market, we will need a lot less crude oil and gasoline retail stations. Therefore, the oil industry and its adjacent industries will be seriously disrupted along with the many jobs they provide. In addition, the combustion engine that is banned in France and the UK by 2040, requires on average 2,000 more parts than EVs. This will impact many engine and car manufacturing companies. We already see car manufacturers moving to EVs; Volvo announced that starting in 2019, all models will be either hybrids or powered solely by batteries.

The car sales industry will also be drastically disrupted by TAAS and self-driving EVs. Fewer individual consumers will buy cars and more “institutional” or larger companies will buy fleets of cars directly from manufacturers.
As well, with car use increasing to 50%, there will be less of a need for cars and parking. Traffic patterns and roads will be different with more reliance on AI-based sensors and telecom devices. A disruption in all these industries is imminent.

When we consider the fact that the largest profession in the U.S. is driving for a living and we add all the drivers, the oil, car manufacturing, sales, parking industry and infrastructure workers, there are estimates that some 5 million jobs might be lost nationwide. At the same time, this change will also bring about economic growth and opportunities with new emerging industries, companies and many new jobs. In this likely future, there isn't going to be a shortage of jobs, but the nature of work will be different and new and more complex set of skills will be required.

Other industries have already experienced automation and AI replacing human expertise. It wasn’t so long ago that the floor of the New York Stock Exchange was crowded with traders shouting and waving wildly while executing stock trades. Now most stock trades are executed within Nano-seconds based on algorithms so complex that financial experts are left trying to interpret what the computers are thinking. Financial institutions in general have also adopted AI to analyze millions if not billions of transactions with blinding speed.

The introduction of block chain technologies and cryptocurrencies is beginning to have an effect on how wealth is managed. A cryptocurrency is a digital asset designed to work as a medium of exchange that uses strong cryptography to secure financial transactions, control the creation of additional units, and verify the transfer of assets. Cryptocurrencies use decentralized control as opposed to centralized digital currency and central banking systems. The use of cryptocurrencies such as Bitcoin and the newly proposed Libra by Facebook may eventually become well established and provide a significant challenge to national control of traditional currency such as the dollar, pound sterling and Euro. Just recently several municipalities in Palm Beach County had their computer data held hostage by hackers. Ransom was demanded in the form of Bitcoin. If the control of national currencies pass from government hands to private industry, how will this disrupt all the positions involved in wealth management, banking, treasury functions, taxation, etc. As AI becomes more imbedded in the financial industry jobs will continue to be eliminated or drastically changed i.e. financial analysts, bookkeepers, accountants, tellers, loan officers, brokers, etc.

Even the healthcare industry is being drastically affected by the introduction of automation and AI. DXplain, a decision support system, comes up with a list of possible diagnoses based a given set of symptoms. Germwatcher is designed to detect, track and investigate infections in hospitalized patients. One system that has been given wide exposure in the media is the da Vinci robotic surgical system. This system allows surgeons to perform precision surgeries that wouldn’t be possible by traditional surgical practices.
Many of the current advantages in robotic assisted surgery ensure its continued development and expansion. For example, the sophistication of the controls and the multiple degrees of freedom afforded by the da Vinci system allows the surgeon to perform complex surgeries with precision and control that is not possible with human hands. The patient is operated on by da Vinci in the surgical suite while the surgeon sits at a separate console looking at a 3-D image of the surgical site. The surgeon controls the system with his or her movements translated as precision micro-movements. Since 2000, da Vinci Surgical Systems has been used for more than three million invasive procedures. One exciting possibility is expanding the use of preoperative (computed tomography or magnetic resonance) and intraoperative video image fusion to better guide the surgeon. These data may also be used to rehearse complex procedures before the surgery is performed.

The possibility of automating some surgical tasks is both exciting and controversial. Future systems might include the ability for a surgeon to program the surgery and merely supervise as the robot performs most of the tasks even from a remote location.

From a workforce perspective, AI systems may not replace healthcare professionals, but they will certainly change what they do. Already we are seeing new medical professions appear such as hospitalists, intensivists, medical scribes, community health practitioners, etc. While other positions are in decline or gone such as medical transcriptionists. As with other professions affected by disruptive technologies, some healthcare jobs may disappear, but most will be transformed as technology enhances their ability to serve patients more effectively and efficiently.

Transportation, Finance, and Healthcare are just a few examples of how disruptive technologies such as AI will transform our world and our workforce. As a workforce region, it is our responsibility to stay abreast of technological changes and try to understand their potential impact to the workforce.
PY2018-2019 Organization Goals

1. Virtual Career Center (VCS)
Continue to enhance the VCS in the education, internship, apprenticeship, and automated forms areas for all programs. Continue to work with CareerSource Florida and other regional boards that want this service.

In PY 2018-2019, we continued to enhance and market the Virtual Career System (VCS) to our colleagues in other workforce regions. Region 6 in Tallahassee has fully implemented the VCS and Region 22 in Broward County has expressed an interest in implementing the VCS in their region. We will continue to market the VCS to individual regions in the coming program year.

We also adopted a parallel approach to marketing the VCS. In addition to encouraging individual regions to adopt the system, we have lobbied DEO to adopt the VCS as a state system and require its use by all workforce boards in Florida. At his request, Ken Lawson the new Executive Director of DEO and his staff were given an in depth look at the VCS and its capabilities on June 14th. Although DEO has not yet responded to our presentation, we will continue to encourage both DEO and CareerSource Florida to adopt the VCS as the one system that will best serve the needs of all workforce regions.

2. One-Stop Operator
Review policies, procedures and processes to ensure we are in compliance with the new WIOA regulatory requirements.

All policies and practices are continuously monitored by our One-Stop Operator for compliance with WIOA. We have also continued to pursue the long-term vision of WIOA by building a viable One Stop Delivery System (OSDS) in Palm Beach County. In January, the board’s One Stop Committee was transitioned to the One Stop Delivery System Committee. The change is intended to broaden the focus of the committee to include our community partners and provide a forum for discussing issues, sharing information and opportunities. At the first meeting since the name change was adopted on April 12th, six of our community partners made presentations to the committee. On April 17th, we held our first Annual One Stop Delivery System meeting. The event was attended by over 40 people included representatives of all our community partners.

3. Sector Strategies
Continue to meet with our regional workforce development organizations, educational institutions, employers, key stakeholders and other core partners to develop, expand and enhance our sector strategies and initiatives that align with our local key values.

Over the past three years, CareerSource Palm Beach County continues to focus on key industry sectors. Our performance analysis team provides us with current labor market information and occupational data
to guide us in concentrating on sectors that are creating jobs. We validate this by engaging local businesses directly or indirectly through industry and community partner organizations. We align our strategies and programs toward sectors within our targeted occupation list which is revised regularly. This is based on the needs of students and workers seeking opportunities in these sectors. Our business services are developed to reflect target sector employment needs.

4. **Strengthen Educational Partnerships**

Work with Palm Beach State College (PBSC) to create career pathways, internship and apprenticeship programs for in-demand careers in accordance with the new WIOA law.

On May 1, 2019, CareerSource PBC County brought on Carrie Pasquale to oversee Strategic Initiatives and Educational Partnerships. The goals for this new position within the center were established prior to the program year beginning and include:

- Develop strategic relationships with Palm Beach Atlantic, Keiser University, Vocational Schools, Palm Beach County Schools, and Palm Beach State College, with a measurable outcome of 2 signed MOUs for on-site CareerSource service-based services.
- Create an educational pathway system for clients with a measurable outcome of developing an outline for streamlined services by February 1, 2020 hereby increasing training related placements by 10%.
- Coordinate with Vice President of Business Services to create an educational outreach which will include tactics for improved placements, recruiter outreach, and greater training related placements; with a measurable outcome of increasing the job related placements (coded as originating from an education institution) by 10%.
- Develop the best practice procedure for integrating CareerSource's services and recruiters into 2 Educational institutions within Palm Beach County.

For specific accomplishment regarding educational partnerships, please refer to pages 10-11.

5. **Local Jobs for Projects Funded by One-Cent Sales Surtax (Multi-Year Goal)**

A. Work with cities/county and school district to obtain job orders.
B. Identify training gaps and work with the schools to develop new programs if needed to meet local needs.
C. Help to produce promotional materials for the trade industry. (This is a ten-year project that is heavily dependent on the cooperation and collaboration of other agencies and organizations).
Since November of 2016 when the Penny Surtax initiative launched, CareerSource Palm Beach County has been a driver of alignment within the trade industries of our community. We work with community partners to develop training programs that meet the needs of local businesses. This collaboration has led to tangible outcomes for job candidates and employers across our community. This has helped move students between academic and technical education programs, work experiences and credentials that align to employer needs. Employers report improvements in workforce quality, retention and value for workforce services. We will continue working on this initiative throughout the duration of the surtax.

6. **Identify Cost Savings and Increases in Revenue**

With the uncertainties in Federal and State budgets, it is essential that leadership make the necessary structural changes required to support WIOA: CareerSource Palm Beach County will continue to develop/enhance methods and practices to quickly identify and address needed changes and continue to look at cost savings and improvements in technology while keeping the board informed.

Please refer the chart on page 38.

7. **Grant Tracker**

Maintain a table showing the grants we have applied for and the dollars received this year and last are shown on page 39. The grant award amount will be shown as increased revenue on page 38.

8. **Organizational Effectiveness**

Maintain a table or chart similar to last year (see page 46) will be developed which identifies the number of staff and dollars associated with the various grant funded programs and other positions added to address either the hard to serve population or improve and enhance our community awareness with our primary stakeholder.
PY2019-2020 Organizational Goals

1. **Virtual Career System (VCS)**
   Continue to enhance the VCS in the education, internship, apprenticeship, and automated forms areas for all programs. Continue to work with CareerSource Florida and other regional boards that want this service.

2. **One-Stop Operator**
   Review policies, procedures and processes to ensure we are in compliance with the WIOA regulatory requirements.

3. **Sector Strategies**
   Continue to meet with our regional workforce development organizations, educational institutions, employers, key stakeholders and other core partners to develop, expand and enhance our sector strategies and initiatives that align with our local key values.

4. **Strengthen Educational Partnerships**
   Work with Palm Beach State College (PBSC) to create career pathways, internship and apprenticeship programs for in-demand careers in accordance with the WIOA law.

5. **Local Jobs for Projects Funded by One-Cent Sales Surtax (Multi - Year Goal)**
   A. Work with cities/county and school district to obtain job orders.
   B. Identify training gaps and work with the schools to develop new programs if needed to meet local needs.
   C. Help to produce promotional materials for the trade industry. (This is a ten-year project that is heavily dependent on the cooperation and collaboration of other agencies and organizations).

6. **Identify Cost Savings and Increases in Revenue**
   With the uncertainties in Federal and State budgets, it is essential that leadership make the necessary structural changes required to support WIOA: CareerSource Palm Beach County will continue to develop/enhance methods and practices to quickly identify and address needed changes and continue to look at cost savings and improvements in technology while keeping the board informed.

7. **Grant Tracker**
   A table showing the grants we have applied for and the dollars received this year and last will be developed. The grant award amount will be shown as increased revenue in item #6.
8. **Organizational Effectiveness**

   A table or chart similar to last year will be developed which identifies the number of staff and dollars associated with the various grant funded programs and other positions added to address either the hard to serve population or improve and enhance our community awareness with our primary stakeholders.
Quality Documentation System

TITLE: SUPPORT SERVICES
STATUS: RELEASED
DOCUMENT NUMBER: AL-014
ISSUE NUMBER: 04
EFFECTIVE DATE: 04/05/2019
AUTHOR NAME: Patricia E Bastidas
LAST UPDATE DATE: 2019-03-13 11:11:52
BY: Patricia E Bastidas
AREA OR PROGRAM AFFECTED: ALL PROGRAMS
DOCUMENT TYPE: POLICY
DESCRIPTION OF CHANGE: Revision

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1.0 PURPOSE:

The purpose of this document is to provide "Local Policy Guidelines" for the issuance of Support Services either directly to or on behalf of eligible CareerSource Palm Beach County clients.

2.0 APPLICATION:

This document applies to all CareerSource Palm Beach County staff responsible for administering support services to client participating in the Welfare Transition (WTP), and/or Workforce Innovation and Opportunity (WIOA) programs.

3.0 DEFINITIONS:

1. Applicant - Individual who has applied for but has not yet been approved for TCA
2. DCF - Department of Children & Families
3. DEO - Department of Economic Development
4. FLORIDA - Florida Online Recipient Integrated Data Access
5. Gazelle - Web application that manages support services and training accounts for clients
6. GED - General Equivalency Diploma
7. IRP - Individual Responsibility Plan
8. Mandatory - Client receiving TCA; TANF case open
9. OSST - One Stop Service Tracking
10. Program Year - July 1st- June 30th
11. TANF - Temporary Assistance for Needy Families
12. TCA - Temporary Cash Assistance
13. Transitional - Client employed; TANF case closed due to earned income
14. WTP - Welfare Transition Program
15. AAVH - Vehicle screen in the FLORIDA DCF system
16. CLRC - Case notes screen in the FLORIDA DCF system
17. ELC - Early Learning Coalition
18. TCC - Transitional Child Care
19. TEd - Transitional Education and Training Child Care
20. EF - EmployFlorida
21. IEP - Individual Employment Plan/Career Plan
22. ITA - Individual Training Account
23. GED - General Education Development
24. Incentives - Monetary rewards typically provided on a gift card or electronic voucher
25. ISS - Individual Service Strategy
26. Card Tracking System - Internal automated system to track incentives issued to clients.
27. FU - Follow-up Services
28. WIOA – Workforce Innovation and Opportunity Act
29. SNAP - Supplemental Nutrition Assistance Program

4.0 REFERENCE DOCUMENTS:

1. DEO Communiqué - Lower Living Standard Income Level (LLSIL) and Federal Poverty Guidelines http://www.floridajobs.org/workforce-board-resources/policy-and-guidance/communiques
11. Workforce Innovation and Opportunity Act of 2014

5.0 MATERIALS REQUIRED:

1. Access to FLORIDA
2. Access to OSST
3. Access to Gazelle
4. Access to Global Cash Card website

6.0 POLICY:

6.1 WTP

Support Services may be provided, subject to funding availability, when necessary for a mandatory WTP client to maintain participation in work/educational activities or employment. Support Services may also be available to the transitional WTP client whose cash case has closed due to employment or cash severance. Applicants who have been approved for Up-Front Diversion may also be eligible for support services.

WTP Support Services (excluding childcare) are limited to $1000 per client per program year depending on funding. However, Support Services are not an entitlement, therefore CareerSource Palm Beach County is under no obligation or commitment to approve or provide support services of any type. Support Services may be modified on a case by case basis depending on special circumstances and only when authorized by the TANF Program Manager.

All WTP Transitional Support Services are subject to income eligibility which is less than 200% of the current year federal poverty guidelines.

WTP participants that have a Level 2 or Level 3 sanction, or recurring Level 1 sanction, during the program year will not be eligible for any above-mentioned Support Services, excluding Child Care and Transportation Support Services.
Child care referrals are provided at 3-month intervals as long as the Transitional Child Care (TCC) may be available to WTP participants who are employed and no longer receiving TCA as a result of:

- Earned income, or “opt not to receive TCA” due to receipt of earned income, or
- Increased child support payments, or
- Receipt of Up-Front Diversion

Transitional Child Care (TCC) may be available for up to 2 years beginning with the first month the participant does not receive TCA (due to earned income) or the month following receipt of the Up-Front Diversion payment and/or services, if local funding is available. The TCC authorization (referral) is issued by the WTP Career Consultant for a maximum of up to one year after the participant is no longer receiving TCA and the household income does not exceed 200% of the federal poverty level during the two-year period. The TCC referral should cover the hours of employment plus reasonable transportation time to and from the child care provider, not to exceed 45 hours per week.
• **Transitional Education and Training (TEd) Child Care for WTP Transitional Participants:** Child Care for TEd may be provided to former TCA recipients who are working while attending school or training. A WTP transitional participant who is employed may receive a TCC referral related to their employment and may also receive an additional TEd referral for child care assistance to support training and education to upgrade their skills.

TEd child care authorization period is for up to one year after the participant is no longer receiving TCA, subject to availability of funding. The referral form is the same as the one used for mandatory and transitional child care referrals. The TCC authorization will support employment and if that is not sufficient to also cover hours for school, then a TEd referral will authorize the school hours. The child care cannot be certified longer than 30 days after the school term ends. In the event the participant is not attending school, the Ted referral should be terminated.

All authorizations, revisions and terminations of child care must be documented in the OSST System.

**Background Checks & Fingerprinting** - required for assignment to a Community Service/Work Experience work site, a Subsidized Work Program site, and On-the-Job Training site, or as a prerequisite for employment. Not to exceed two (2) background checks and/or fingerprinting per program year. Allowable cost per program year is $160 not to exceed the maximum support service limit of $1000.

6.2 WIOA ADULT/DW:

Support Services for the Workforce Innovation and Opportunity Act (WIOA) Adult & Dislocated Worker are defined as those services provided to eligible program participants and job seekers, which are necessary to reduce barriers to obtaining or retaining employment.

**Eligibility Requirements**

A WIOA program participant/job seeker must be certified eligible under a particular program funding stream (Adult or Dislocated) prior to the receipt of any support service. To qualify for support services a program participant must:

- Demonstrate a financial need.
- Be unable to afford the associated cost.
- Be unable to secure the needed service elsewhere.

Support services should be viewed individually to enable program participants to participate in education and training activities identified in the participant’s Career Plan. The decision regarding appropriateness of support services should be made by the Career Consultant staff, which is most familiar with the program participants’ specific situation. All support services should be documented in the participants file and in Employ Florida.

**Support Services are not an entitlement.** There is no obligation or commitment by the CareerSource Palm Beach County to approve or provide support services of any type. Support Services may be modified on a case by case basis depending on special circumstances and only when authorized by the Program Manager or higher.

**Conditions for Receiving Support Services**

Receiving any support service is contingent on the fact the participant is actively participating in training or work experience as defined by their career plan or has completed training / work experience and is actively searching for employment within the allowable time frames.

- Clients must be attending school or work experience regularly
- Clients must provide noteworthy progress reports or timesheets monthly prior to the receipt of support services
- Career Consultants must monitor clients who receive child care very closely
- Clients support services, including child care services, will be terminated promptly if they miss five consecutive days from school or work experience without good cause, or failure to provide noteworthy monthly progress reports or timesheets
- A new schedule of classes must be submitted each semester by all clients in training
- Clients must notify their Career Consultant if there are any changes to their schedules and/or barriers to timely completion of training

**Support Service Limitations**

Support services, excluding childcare, are limited per program year to $1000.00 per participant, but cannot exceed 24 months per
individual. Any expenditure in excess of this limit requires prior approval by WIOA Program Manager or higher, in the event of extraordinary circumstances. This approval must be case noted in the participant’s file found in Employ Florida.

The following are examples of what could be paid from the $1000.00 support services budget:

- Supplies, work tools, uniforms, fuel subsidies and bus passes
- Assessments, background screening, and GED preparation (if need for training or employment)

Support Services Post Training

Participants who have completed training can receive continual support services to include transportation and childcare for job search activities, if the eligibility requirements (demonstrate a financial need, unable to afford the associated cost and unable to secure the needed service elsewhere) still exist. The decision regarding appropriateness of post training support services should be made by the WIOA program manager, if funds are available.

6.3 WIOA YOUTH:

Support Services for the Workforce Innovation and Opportunity Act (WIOA) Youth program are defined as those services provided to eligible program clients and are deemed necessary to reduce barriers to obtaining or retaining employment or attending and completing training. All items defined as support services, with the exception of childcare referrals and miscellaneous reimbursements, will be logged into the Gazelle tracking system at the time of issuance.

Eligibility Requirements:

A WIOA program participant must be certified eligible under the Youth program prior to the receipt of any support service. To qualify for support services a Youth program participant must:

- Demonstrate a financial need
- Be unable to afford the associated cost
- Be unable to secure the needed service elsewhere

Support services should be viewed individually to enable clients to participate in education / training activities identified in their Career Plan or Individual Service Strategy (ISS). The decision regarding appropriateness of support services should be made by the Youth program staff which is most familiar with the clients’ specific situation. All support services should be documented in the clients file and in Employ Florida. Youth staff should obtain backup documentation for all support services to ensure the integrity of the requested support. Common support services include but are not limited to, bus passes, fuel subsidies, clothing vouchers, childcare and GED registration.

Support Services are not an entitlement, therefore CareerSource Palm Beach County is under no obligation or commitment to approve or provide support services of any type. Support Services may be modified on a case by case basis depending on special circumstances and only when authorized by Program Manager or higher.

Conditions for Receiving Support Services

Receiving support service is contingent on the fact that the client is actively participating in training, work experience, or a summer program defined by their career plan or has completed training/ work experience/ summer program and is actively searching for employment within the allowable time frames.

Support Services Limitations

Support services, excluding childcare, are limited to $1000.00 per client, per program year. Any expenditure in excess of this limit requires prior approval by WIOA Youth Program Manager or higher. Justification for this request must be case noted in Employ Florida.

Transportation support services are limited to no more than a $70 fuel subsidy per month or a monthly bus pass, not to exceed the maximum support service of $1000.00 per program year.

Support Services Post Training

Clients who have completed training can receive one additional fuel subsidy/bus pass for job search activities, if the eligibility requirements still exist. Clients post training must still demonstrate a financial need, be unable to afford the associated cost and be unable to secure the needed services elsewhere to receive post training support services.

The decision regarding appropriateness of post training support services should be made by the Youth staff member, if funds are available and the annual limits have not been met.

Support Services during Follow-up
Clients whose case has closed or exited (whichever is the latter) may receive post-employment follow up services designed to ensure job retention, wage gains and career/training progress. Follow up services must be provided for not less than 12 months after the completion of program participation, and they may be provided for longer than 12 months if necessary. These services do not extend the participation period.

EF allows activity codes to offer support services designated with an “F” code. CareerSource Palm Beach County’s local policy will allow and endorse the use of the following support services including but not limited to:

- SS- Transportation (F12)
- SS- Purchase Work Related Uniforms/Attire (F13)
- SS-Purchase Work Related Tools (F14)

The decision regarding appropriateness of support services during follow-up should be made by the Youth staff member, if funds are available and the annual limits have not been met.

Incentives are monetary rewards typically provided via electronic vouchers. Incentive payments are not included in the calculations of the $1000.00 support service limits. Incentives must be earned by clients for significant benchmarks set by Youth staff during a program year. Common incentives include but are not limited to obtaining a GED/high school diploma, attainment of an occupational skills credential or 1yr retention of employment.

Youth staff will issue incentives via an email to Finance requesting desired amount to be loaded onto the client’s Global Cash Card (debit card). Receipt of any and all incentives along with supporting documents will be documented in the clients file and EF.

Stipends are defined as payment of an allowance for training or a learning experience. Stipends are not included in the calculations of the $1000.00 support service limits. They are not wages. Stipends must be earned by clients for specific projects or educational efforts. Common stipends include but are not limited to Career Prep activities for 5 weeks or during the summer program while participating in the youth program.

Payments for stipends are issued through the Finance department in the form of a debit card (Global Cash Card). Clients' stipend earning activities and receipts will be documented in the clients' case file and EF.

Documentation Requirements

Documentation of disbursements made to clients must be maintained in the client’s case file. The following documents must be maintained:

- Disbursement receipt from Gazelle
- Check requests/requests for stipends and/or incentives
- Child Care Support Service Referral
- Receipts of stipends and/or incentives issued
- Documentation supporting the request for issuance (copy of credential, pay stub, schedule of classes, etc).

7.0 FLOWCHARTS:

N/A
### SIGNATURE PAGE

**DOCUMENT APPROVALS**  
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**DOCUMENT NO:** AL-014  **ISSUE NO:** 04

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Employer/Company Name:  
Employer Contact Name:  Click here to enter text.  
Phone:  Click here to enter text.  
Company Address:  

Please read this in House Recruitment (IHR) Agreement carefully as it contains information about the IHR event(s) you have or will request. You will be asked to sign a new Agreement once every twelve (12) months. Future access to IHR services will not be initiated until you have returned this acknowledgement confirming your acceptance of its terms and conditions.

CareerSource of Palm Beach County agrees to provide the employer with:

- Recruiting/interviewing space at the West Palm Beach and/or Boca Central Career Center Office.
- The opportunity to book up to two (2) select hiring events per office in any one (1) business week. Regionally the total IHR events booked cannot exceed six (6) in any one (1) business week.
- An internally posted promotional flyer three (3) or more days prior to the scheduled IHR event.
- A candidate file search for the IHR event based on specific job order criteria.
- Access to walk-in candidates-at employer discretion. Do you wish to see walk-in candidates?  
  Yes  ☐  No
- A staff member to coordinate interviews.  
  o  Staff member: LILIA CABALLERO  Phone: 561-340-1060X 2304
- A copy of the event job seeker sign-in sheet.

The employer agrees to provide CareerSource of Palm Beach County with:

- A specific job order for each vacant position at least five (5) business days in advance of the scheduled event.  
  o  Note: Scheduling the event with a minimum of five (5) business days’ notice will allow staff to properly file search and market your event. Events may be scheduled with fewer than five (5) business days’ notice but they will result in fewer “scheduled” and walk-in candidates as all job fair activities may not be completed.
- Information on any special event requirements of needs.
- At least one (1) business days’ notice to cancel or reschedule an event. Contact: LILIA CABALLERO
- Assurance that the employer will stay for the entire length of the scheduled IHR event.
- Specific hire information on each candidate hired no later than fifteen (15) business days following the IHR event. Reasonable extensions to the fifteen (15) day deadline may be requested.
- Hire information includes each of the following:  
  o  Candidates Name & Social Security Number (The new hires name and last four digits of the SSN are acceptable)  
  o  Starting Wage/Salary

CareerSource of Palm Beach County reserves the right to restrict employer access to future IHR events should the employer elect not to comply with any or all of these requests. Please sign below to acknowledge that you understand and agree to the terms and conditions outlined above.

Employer Representative’s Signature: ______________________________________  Date:

CareerSource of PB County Representative’s Signature: _________________________  Date:

UNI-025- Recruiting Agreement, Issue 1, 5/07/2014
An Equal Opportunity Employer/Program-Auxiliary aids and services are available upon request to individuals with disabilities using TTY/TDD equipment via the Florida Relay Service at 711
CareerSource
Palm Beach County
CareerSource Palm Beach County

- CareerSource PBC
- WARN & Rapid Response
- Workforce Innovation Opportunity Act (WIOA) & National Center for Construction Education and Research (NCCER)
- CSPBC Center Services
- DEO Reemployment Assistance (RA)
- Other Resources
CareerSource Palm Beach County

- CareerSource Palm Beach (CSPBC) has provided employment and training services to the community for over 30 years.

- Works closely with [www.employflorida.com](http://www.employflorida.com), a statewide management system designed to help connect employers and job seekers.
When one door closes, another opens.
WIOA Dislocated Worker
Required Documentation

- Driver’s License or State Photo ID
- Proof of Social Security Card
- Proof of Citizenship (birth certificate, passport, and alien registration card or naturalization certificate)
- DD 214 (if in the Military)
- Proof of Selective Service Registration (males born after 12/31/1959)
- Highest Level of Education Completed (degree, diploma, or transcript)
- Current Resume
- Job Searches (if employed job search is waived)
- Proof of Unemployment Insurance/Separation Notice
CareerSource Palm Beach County

- Visit [www.careersourcepbc.com](http://www.careersourcepbc.com) for weekly on-site recruitment information
- Participate in free weekly on-site or virtual workshops to improve your job search skills
- Training opportunities
CareerSource Palm Beach County

Provides Special Services to:
• Veterans*
• People with Disabilities*
• Older Adults (55+)
• Youth (17-24)

*Our Vets and People with Disabilities receive priority of services at our career centers
CareerSource Palm Beach County

Career Consultants can help you with:

- Resume coaching
- Job search and referrals
- Training scholarships & On the Job Training opportunities
- Labor market information.
- On-site recruitments and hiring events.
- Personality & Skill assessments.
CareerSource Palm Beach County

Resource Center offers:

• Individual stations with personal computers
• Internet access
• Copiers
• Telephones
• Faxing

All at no cost to you!
**CareerSource Palm Beach County**

**Monday through Friday 8 am – 5:00pm**
Closed most federal holidays

<table>
<thead>
<tr>
<th>WEST PALM BEACH</th>
<th>BELLE GLADE</th>
<th>DELRAY BEACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>3400 Belvedere Rd.</td>
<td>1085 S. Main Street</td>
<td>186 NW 5TH AVE</td>
</tr>
<tr>
<td>West Palm Beach, FL</td>
<td>Belle Glade, FL 33430</td>
<td>Delray Beach FL 33444</td>
</tr>
<tr>
<td>33406</td>
<td>(561) 829-2040</td>
<td>(561) 727-3399</td>
</tr>
<tr>
<td>(561) 340-1060</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WARN & Rapid Response

- Workers Adjustment and Retraining Notification Act (WARN) 1988 - designed to give employees advanced notice of a layoff to allow the time for job seeking and or retraining in a new occupation.

- Rapid Response - designed to respond to layoffs and plant closings by coordinating services that provide immediate assistance to employers and workers.
If you are unemployed or under employed and are in need of a certification or credential in your current occupation, or want to advance your career, you may qualify for a WIOA scholarship.
Dress is “Business Casual”

Employers visit career centers every day. Always be ready for an interview!

<table>
<thead>
<tr>
<th>Men</th>
<th>Ladies</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Shirt and Tie</td>
<td>• Blouse</td>
</tr>
<tr>
<td>• Sport Shirt with a Collar</td>
<td>• Slacks</td>
</tr>
<tr>
<td>• Golf Shirt</td>
<td>• Skirt</td>
</tr>
<tr>
<td>• Slacks, Shoes and Socks</td>
<td>• Closed Toe Shoes, Shoes or Dress Sandals</td>
</tr>
</tbody>
</table>
What's your next move?

Register on EmployFlorida.com

Employ Florida (EF) registration is required to participate in CareerSource Palm Beach County programs.
What’s your next move? continued

• EF Registration is required to receive Re-employment Assistance
• EF Helps with creating your resume
• Setup a Virtual Recruiter for job alerts
File a DEO Reemployment Assistance (RA)

- Wait until after layoff date to file.
- Visit CONNECT System www.floridajobs.org 24/7
- Re-employment Assistance (RA) = Unemployment Insurance Benefits.
DEO-Reemployment Assistance (RA)

- Severance Pay - disqualifies RA payment until the covered severance period ends.
- Pension – receiving a pension may reduce or disqualify potential benefit payments.
**DEO-Reemployment Assistance (RA)**

- Employer pays an Unemployment Insurance (UI) tax
- Benefits are paid to workers unemployed through no fault of their own
- Maximum weekly benefit amount is $275
- Up to 12 weeks of benefits
- No more RA extensions
DEO-Reemployment Assistance (RA)

- Must be able and available for work.
- There is a waiting week.
- 5 work searches or center workshop attendance.
- RA claim good for 1 year from date filed.
- The first 4 of the last 5 full quarters: You need to have worked and earned wages totaling $3,400 within two or more calendar quarters.
DEO-Reemployment Assistance (RA)

Your benefit year begin-date determines your Base Period. The Base Period is the first four quarters of the previous five.

<table>
<thead>
<tr>
<th>If the benefit claim is effective on or between these dates:</th>
<th>The primary base period is the prior:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – March 31</td>
<td>October 1 – September 30</td>
</tr>
<tr>
<td>April 1 – June 30</td>
<td>January 1 – December 31</td>
</tr>
<tr>
<td>July 1 – September 30</td>
<td>April 1 – March 31</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>July 1 – June 30</td>
</tr>
</tbody>
</table>
DEO-Reemployment Assistance (RA)

• DEO Customer service: 800-204-2418. M-F 8am-5pm.
• Disabilities/computer issues/language barrier call: 800-681-8102.
• It can take up to 3-4 weeks to receive first benefits.
Two options for receiving benefit payments:

- Debit Card Option
- Direct Deposit

**Note**: Benefit payment options can be changed when you are requesting your weeks.

Florida Visa Debit Card Program Contact Center
1-888-898-3584
Take Action!

• Post your resume & complete online application on [www.employflorida.com](http://www.employflorida.com)
• Attend Job Fairs

Online Job Search Links:
• [www.employflorida.com](http://www.employflorida.com)
• [www.indeed.com](http://www.indeed.com)
• [www.americasjobexchange.com](http://www.americasjobexchange.com)
• [www.usajobs.gov](http://www.usajobs.gov)

Social Media:
• LinkedIn
Take Action!

Attend CSPBC Job Readiness workshops:

• Center orientation.
• Basic Resume Builder.
• Resume Level II workshop.
• Interviewing skills.
• Online workshops www.careersourcepbc.com
• Schedule for an onsite interview with one of our employers.
Contact Information

Rosalind Perez
TAA/Rapid Response Coordinator
561-340-1060 x 2642
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
PALM BEACH STATE COLLEGE
4200 Congress Avenue, Station 60, Lake Worth, Florida 33462

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by Palm Beach State College ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO  
   3400 Belvedere Road, West Palm Beach, Florida 33406  
   Telephone Number: 561-340-1060 Ext. 2221  
   Fax Number: 561-340-1062  
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §§678.700 through §§678.755 of the WIOA and the funding of shared services and operating costs in accordance of §§678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Dr. Ava Parker, President  
   4200 Congress Avenue, Station 60, Lake Worth, Florida 33462  
   Telephone Number: (561) 868-3501 Fax Number: (561) 868-3504  
   E-mail: avaparker@palmbeachstate.edu

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in “Attachment 1” will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner’s infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

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

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

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80) Partner agrees that it will comply fully with the following:
1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY: CareerSource Palm Beach County, Inc.

BY: Steve Craig
Name: Steve Craig
Title: President/CEO
Date: 1-22-18

APPROVED BY: Palm Beach State College

BY: 
Name: Ava Parker
Title: President
Date: 1-19-18

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

________________________
Legal Counsel
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year’s expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
<table>
<thead>
<tr>
<th>Labor Hours/FTE</th>
<th>One Stop Delivery</th>
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<tr>
<td>Leases</td>
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<td>$856</td>
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MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, ("Partner") and CareerSource Palm Beach County, Inc. ("CareerSource").

II. PURPOSE
The Palm Beach County Department of Public Safety, Division of Criminal Justice Programs (the "Partner") partners with CareerSource through innovative programming designed to assist and provide employment opportunities for persons released from incarceration and reentering the workforce.

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.
5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).

6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO  
   3400 Belvedere Road, West Palm Beach, Florida 33406  
   Telephone Number: 561-340-1060 Ext. 2221  
   E-Mail: scraig@careersourcepbc.com

   Fax Number: 561-340-1062

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource ("CSPBC") to assist residents that are transitioning back to Palm Beach County (PBC) after incarceration; Provide CSPBC access to the PBC Reentry Network (RENEW); Coordinate the referral process to CSPBC for low risk clients and those clients who are job ready that are returning to the County from incarceration and in need of employment services per the result of assessments; Update the CSPBC Source Board annually on reentry progress, accomplishments and emerging issues; Maintain open and clear lines of communication with CSPBC staff in order to address any questions or concerns; Develop countywide reentry policies and procedures that define the referral processes and Maintain and update a PBC Reentry Strategic Plan to ensure that the needs of residents transitioning back to PBC after incarceration who are job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for Partner’s staff to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Craig Spatara, Manager Criminal Justice Programs  
   Palm Beach County Public Safety Department  
   301 North Olive Avenue  
   West Palm Beach, FL 33401  
   Telephone Number: 561-355-2326  
   Fax Number: 561-355-4941  
   E-mail: CSpatara@pbcgov.org

D. Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide
IV. METHODS OF INTERNAL REFERRAL
Internal cross-referral procedures will be developed and/or reassessed based upon services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS
The parties will comply with Florida's Public Records Law, Chapter 119, Florida Statutes and comply with any confidentiality provisions set forth in Florida Statutes.

VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner's appeal to the State regarding infrastructure costs, results in a change to the Partner's infrastructure cost contributions, this MOU shall be updated to reflect the final Partner's infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource's comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource's career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no
third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.
If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO may remand the issue back to the President/CEO of CareerSource and to the Partner, Partner or impose other remedies to resolve the issue.

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

XVI. INDEMNIFICATION/HOLD HARMLESS
Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend, and hold harmless CareerSource, any of its directors, employees, or agents, officers or assignees, against any actions, claims or damages arising out of County's negligence in connection with this Agreement. CareerSource shall indemnify, defend and hold harmless County, any of its agents, employees and elected officials, harmless from and against all actions, claims, or, damages arising out of CareerSource's negligence in the performance of this Agreement. The foregoing indemnifications shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)
CareerSource warrants and represents that all of its employees are treated equally during employment and that all services provided will be provided equally to all applicants without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
Partner agrees that it will comply fully with the following:
1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)
10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING
CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

By: [Signature]
Deputy Clerk

CareerSource Palm Beach County, Inc.

By: [Signature]
Steve Craig

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
By: [Signature]
Stephanie Sejnoha, Director
Public Safety Department

R2018-0316
MAR 13 2018

Palm Beach County Board of County Commissioners

By: [Signature]
Mayor Melissa McKinlay
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year’s expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND
PALM BEACH COUNTY HOUSING AUTHORITY
3432 West 45th Street West Palm Beach, Florida 33407

This Memorandum of Understanding (MOU) is entered into between CareerSource Palm Beach County (CareerSource) and the Palm Beach County Housing Authority for Local Workforce Development Area 21, Palm Beach County, Florida.

Whereas, CareerSource and the Palm Beach County Housing Authority enter into this MOU to establish their respective roles and responsibilities and shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

Now Therefore, in consideration of the mutual covenant and agreement expressed herein, CareerSource and the Palm Beach County Housing Authority hereby agree as follows.

I. Term
The Term of this MOU shall commence on the date last executed by the Parties and will automatically renew annually, unless otherwise terminated by either Party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services.

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

III. Purpose
The purpose of this MOU is designed to accomplish the following:

1. To eliminate unwarranted duplication of services, reduce administrative costs and enhance participation and performance of participants served through the workforce system;

2. To establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services and develop more efficient management of limited financial and human resources; and

3. To build a workforce system that dramatically upgrades the workplace skills of participants and economically benefits the workforce and the employers of the State of Florida.

IV. Description of the Workforce System
It is the intent of the Palm Beach County Housing Authority to participate in the workforce system within Local Workforce Development Area 21, Palm Beach County, Florida and in so doing the Palm Beach County Housing Authority agrees to the following:

1. Palm Beach County Housing Authority shall comply with CareerSource Career Center procedures, policies, operational agreements and hours of operations including holiday schedules.
2. Palm Beach County Housing Authority shall participate in a CareerSource approved integrated intake, referral and participant tracking system subject to confidentiality constraints, program limitations and the Privacy Act including maintaining separate medical and personnel files.

V. **Scope of Services**
The Palm Beach County Housing Authority agrees to:

1. Advise CareerSource of actions taken on behalf of or with the CareerSource job seeker that may affect the job seeker's participation in a CareerSource program. This may include follow-up on the results of referrals and enrollment of the job seeker into the Palm Beach County Housing Authority Family Self-Sufficiency Program.

CareerSource agrees to provide, as available, to eligible Palm Beach County Housing Authority job seekers:

1. Direct services including, computerized job bank, career center resources, access to fax machines, telephones for filing a Reemployment Assistance claim and photocopy machine.
2. Access to a CareerSource Career Consultant, on an as needed basis, to assist with job searching, career assessment or training.
3. Referral to the Palm Beach County Housing Authority Family Self-Sufficiency Program.

**In Witness Whereof**, CareerSource and the Palm Beach County Housing Authority have caused this MOU to be duly executed as of the date set forth below and agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to job seekers.

**APPROVED BY:**
CareerSource Palm Beach County

By:  
Signed Steve Craig, President/CEO

Witness:  
Date: 4/22/16

**APPROVED BY:**
Palm Beach County Housing Authority

By:  
Signed Authorized Representative Requires Highest Ranking Officer Such as the President/CEO

Witness:  
Date: April 21, 2016
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND
HANDS TOGETHER OF THE PALM BEACHES, INC.
25 South H Street, Lake Worth, Florida 33460

WHEREAS, this Memorandum of Understanding (MOU) is made pursuant to the Workforce Innovation and Opportunity Act of 2014 and entered into between, CareerSource Palm Beach County, Inc. (CSPBC), and Hands Together of the Palm Beaches, Inc. (Hands Together); and

WHEREAS, this MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will enable each party to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons within Palm Beach County.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein, CSPBC and Hands Together hereby agree as follows.

I. Term. The Term of this MOU shall commence on the date last executed by both parties through June 30, 2017, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon twenty four (24) hours written notice to the other party.

II. Purpose. By entering into this MOU the parties shall coordinate resources and services, as available, in the best interest of eligible job seekers. It is understood the parties shall maintain the confidentiality of any information, regarding job seekers, participants or client customers that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports or any other source. No release of information if such release is required by Federal or State law shall be construed as a breach of this Section.

III. Scope of Services

CSPBC agree to provide Hands Together, as available as determined by CSPBC:

a. train the trainer training
b. assistance with the services offered by CSPBC
c. up to twice a semester conduct resume creation computer classes that enhance Hands Together’s curriculum and encourages students to visit CSPBC to enhance his/her job search
d. services including, computerized job bank, career center resources, access to fax machines, telephones for filing a Reemployment Assistance claim and photocopy machine
e. access to a CSPBC Career Consultant, on an as needed basis, to assist with job searching, career assessment or training

IV. Communications

The parties agree to communicate in their mutual efforts to implement the provisions of this MOU and to strive for a seamless delivery of services. While email and written communications are preferable for detailed accuracy, to facilitate services to clients or organizations in need, verbal or communications may be used to expedite services.

V. Modification. Any party may propose to modify and/or amend this MOU at any time. All proposed modifications and/or amendments shall be in writing and become effective only upon the written concurrence of both parties.
VI. Indemnification.
   a. CSPBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to extent permitted by Florida law and nothing herein is intended to serve consent to be used by third persons in any matter arising out of this MOU.

   b. Hands Together agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to extent permitted by Florida law and nothing herein is intended to serve consent to be used by third persons in any matter arising out of this MOU.

VII. No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

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

IX. Records. Each Party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to Federal and State law.

X. Compliance with Laws. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of Florida having appropriate jurisdiction.

XI. NON-DISCRIMINATION EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS
   Each party assures that it will comply fully with the following:
   1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
   5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
   6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all participants 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.
8) Equal Employment Opportunity (EEO): The parties agree that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

XII. Assignment. Neither this MOU nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this MOU.

XIII. Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to the subject matter hereof. All other prior agreements, understandings and representations regarding the subject matter hereof are hereby superseded and terminated. This MOU or any right accruing hereunder shall not be assigned by either party in whole or in part. Any assignment in violation hereof shall be invalid. Both parties certify that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the MOU in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR Part 74.

In Witness Whereof, CSPBC and Hands Together have caused this MOU to be duly executed as of the date set forth below and agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of records and other confidential information relating to job seekers.

CareerSource Palm Beach County, Inc.

By: ____________________________
Steve Craig, President/CEO

Date: 11/11/17

Hands Together of the Palm Beaches, Inc.

By: ____________________________
Nancy Anderson, President

Date: 11/11/17

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INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this 1st day of January 2018 by and between

AGENCY FOR PERSONS WITH DISABILITIES,
STATE OF FLORIDA, SOUTHEAST REGION
(Hereinafter referred to as “APD”),
Whose principal place of business is
111 South Sapodilla Avenue, West Palm Beach, Florida 33401

and

CAREERSOURCE PALM BEACH COUNTY, INC.
(Hereinafter referred to as “CareerSource”),
Whose principal place of business is
3400 Belvedere Road, West Palm Beach, Florida 33406

and

CHILDNET, INC.
(Hereinafter referred to as “ChildNet”),
Whose principal place of business is
4100 Okeechobee Boulevard, West Palm Beach, Florida 33409

and

EARLY LEARNING COALITION OF PALM BEACH COUNTY, INC.
(Hereinafter referred to as “ELC”),
Whose principal place of business is
2300 High Ridge, Suite 115, Boynton Beach, Florida 33426

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUIT 15
(Hereinafter referred to as “DCF” or as “the department”),
Whose principal place of business is
111 South Sapodilla Avenue, West Palm Beach, Florida 33401

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CURCUIT 15
(Hereinafter referred to as “DJJ”),
Whose principal place of business is
1100 45th Street, Building B, West Palm Beach, Florida 33407
and

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
(Hereinafter referred to as “SBPBC”),
a body corporate and political subdivision of the State of Florida,
Whose principal place of business is
3300 Forest Hill Boulevard, West Palm Beach, Florida 33406

and

SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK
(Hereinafter referred to as “SEFBHN”),
Whose principal place of business is
140 Intracoastal Pointe Drive, Suite 211, Jupiter Florida 33477

collectively hereinafter referred to as the “Parties”.

WHEREAS, the SBPBC must fulfill its mission to educate school age children; and

WHEREAS, SBPBC is the Local Education Agency (LEA) for the Individuals with Disabilities Education Act (IDEA) and an administrative entity for Section 504 of the Carl Perkins Vocational Rehabilitation Act and must fulfill its obligation for education and related services to children with disabilities that interfere with their learning or inhibit their access to the education environment between three (3) and twenty-one (21) years of age as provided in 20 USC §1412 (a)(1)(A), 29 USC §794, and 34 CFR 104; and

WHEREAS, DCF is the state agency to provide, either directly or through contracted providers, the full range of child welfare services under Florida Statutes (F.S.) and Administrative Rules; and

WHEREAS, ChildNet is the private, not-for-profit, Community-Based Care lead agency responsible for managing the local system of services and support on behalf of DCF for children known to the Department pursuant to Chapter 39, F.S. and Sections 409.987 and 409.988, F.S.; and

WHEREAS, APD is the state agency responsible for providing services to eligible persons with developmental disabilities under Chapter 393, F.S. APD provides services to people with Spina Bifida, Autism, Cerebral Palsy, Prader-Willi Syndrome, Downs Syndrome, Intellectual Disability and Phelan-McDermid Syndrome; and

WHEREAS, DJJ is the designated state agency that provides preventive, rehabilitative and intervention services for youth in the juvenile delinquency system. DJJ recognizes the importance of ensuring educational opportunities for children and will work with the Parties of this Agreement in ensuring educational services consistent with other agreements for youth jointly served; and
WHEREAS, CareerSource is the Local Regional Workforce Development Board providing either directly, or through contracted service providers, employment and training services to Palm Beach County residents through federal CareerSource Development grants via the Florida Department of Economic Opportunity (DEO), as required through the new federal legislation, known as the Workforce Innovation and Opportunity Act (WIOA). WIOA became effective July 22, 2014, dictating sweeping changes in the methods and types of services that CareerSource provides to employers and job seekers. The overriding challenge has been to increase employment and economic development in the county at a time of declining program funds and to meet the requirements of the new federal WIOA law; and

WHEREAS, ELC is an agency utilizing local, state, and federal funding to provide services to young children and their families in the community with early care and relational services; and

WHEREAS, SEBHN is a private, not-for-profit agency that funds substance abuse and mental health services in Palm Beach County and other areas on behalf of DCF; and

WHEREAS, the Parties acknowledge that stability within the educational setting and educational progress, including progress toward post-secondary education and employability skills through either vocational or post-secondary education are critical components in the life of a child known to the department; and

WHEREAS, section 39.0016 (2)(b), Florida Statutes, requires DCF to locally enter into agreements with district school boards regarding children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from the school board; and

WHEREAS, the children covered by this Agreement are those children known to the department who are being serviced through ChildNet while remaining in their own homes, and those who have been placed by ChildNet or by order of the court in foster home, group home, child care agency, or any combination thereof, and who must receive educational and related services before, during, and after the ages of compulsory school attendance; and

WHEREAS, the children known to the department, may have, or may be, "at risk" of developing academic and/or behavioral problems due to the disruption in their lives and may require services including, but not limited to, those attached to this Agreement and defined by Sections 1003.01 (3)(a), (3)(b), and (10); 1003.53; 39.0016 (4); and 445.004 (10)(a), F.S.; and

WHEREAS, the provisions of Section 39.0016 (2), F.S. establish goals, and not rights, and do not require the delivery of any particular service or level of service in excess of existing appropriations and do not support a course of action against the state or any of its subdivisions, agencies, contractors, subcontractors or agents. These provisions do not require the expenditure of funds to meet the established goals of this Agreement or of Section 39.0016 (2), F.S., except funds specifically appropriated for such purpose; and
WHEREAS, the provisions of Section 39.0016 (2)(a), F.S., provides SBPBC access to Florida Safe Families Network (FSFN); and

WHEREAS, the purposes of this Agreement are to promote collaboration among APD, CareerSource, ChildNet, DCF, DJJ, ELC, SBPBC and SEFBIHN to 1) ensure educational access and related care, including to support post-secondary educational pursuits, promote job training and employability skills and facilitate the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs; and 3) combine resources to maximize availability or delivery of services or programs.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 Definitions.
   a) “Children known to the Department” means children who are “found to be dependent” as defined in Section 39.01(15), F.S., or children in shelter care. For the purposes of this Agreement children known to the department refers to children known to the DCF or its contracted provider, ChildNet.
   b) “Parent” means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent.
   c) “Children Awaiting Placement” shall mean children known to the department who have been involuntarily removed from the care of their parents and who have not been placed with a relative or in foster care pursuant to the entry of an Order of Adjudication of Dependency and a Disposition Order, entered after an evidentiary adjudication hearing. Pursuant to Section 39.507 (1)(a), F.S., the adjudicatory hearing must take place as soon as practicable after the petition for dependency is filed and in accordance with the Florida rules of Juvenile Procedure, but no later than 30 days after arraignment. Pursuant Section 39.507 (8), F.S.; the court shall schedule the disposition hearing within 30 days after the last day of the adjudicatory hearing. In interpreting the phrase “awaiting placement,” the Parties are guided by the definition of “foster care” in 45 CFR 1355.20, which provides that foster care means 24-hour substitute care for children placed away from their parents and for whom the state agency has placement and care responsibility.
   d) “Surrogate Parent” means an individual appointed to act in the place of a parent in educational decision-making and in safeguarding a student’s rights under the Individuals with Disabilities Education Act (“IDEA”).

1) When a child is adjudicated dependent and is placed in out-of-home care and has been determined to be eligible to receive services or as potentially eligible to receive services under IDEA or 504 of the Americans with Disabilities Act (ADA) the
foster parent or other caretaker may serve as the parent for educational purposes, if a parent is unknown, if the parent’s whereabouts cannot be discovered, or if the parent is prohibited by the court from being involved in the child’s education and there are no more than four children in the home. If there are more than four children in the home, the foster parent may remain actively involved but a Surrogate Parent, as defined in IDEA must be appointed for:

i) students whose parents’ whereabouts or identities are unknown;
ii) students for whom the court has terminated the parent(s)’ rights; and
iii) children, as determined on a case-by-case basis, who are entitled by law.

2) When a student has been determined to be eligible to receive services or as is perceived as potentially eligible to receive services under IDEA or 504 of the ADA and is in a residential program, including specialized therapeutic foster care, a surrogate must be appointed for:

i) students whose parents’ whereabouts or identities are unknown;
ii) students for whom the courts have terminated the parent(s)’ rights; and
iii) children, as determined on a case-by-case basis, who are entitled by law to a surrogate but who do not fit the criteria for children identified in Subsection (d)(2)(a) or (b).

3) If a natural parent/guardian is known, his/her whereabouts have been determined, and a court has not prohibited the parent’s right to make educational decisions for the child, the parent/guardian maintains the right and responsibility to represent the child in educational decisions.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Terms of Agreement.** Unless terminated earlier pursuant to Section 3.04 of this Agreement, the term of this Agreement shall commence on January 1, 2018 and conclude on December 30, 2020.

2.02 **Outside Agreements.** This Agreement does not preclude or pre-empt any of the Parties from entering into non-conflicting agreements with other Parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.

2.03 **Dissemination of Agreement.** Each Party agrees to disseminate this Agreement to appropriate personnel in each agency and to provide technical assistance in the implementation of the Agreement.

2.04 **Community Alliance.** In order to further improve the delivery of educational programs and other services to students known to the department, each Party agrees to participate in the community alliance operating in Palm Beach County.
2.05 **Agency Collaboration.** In order to support continued collaboration, the Parties agree to meet as the Local Interagency Collaboration Team, at a minimum, on a quarterly basis in order to:

a) review each agency’s rules, regulations, policies and practices that impact the education, special education and related services, job training and employment of children known to the department;

b) make recommendations to the Regional Operations Manager of APD, the Regional Managing Director of DCF, the South Regional Director of DJJ, the Executive Director of ChildNet, the Superintendent of Schools, the President/CEO of CareerSource, the Chief Executive Officer of ELC, and the state interagency team, regarding procedures, processes, guidelines and policies as they impact children known to the department; and

c) define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication between the Parties.

Notwithstanding, in order to safeguard the flow of confidential and protected health information ("PHI") across the named parties to this Agreement, each Party shall independently ensure compliance with the provisions of applicable federal and state confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g and 34 CFR Part 99, 20 CFR, § 603.1, et seq, 42 USC 1320b-7(a) [Section 1137 of the Social Security Act], § 443.1715, F.S., § 501.171, F.S., Chapter 119, F.S., 42 CFR § 431.306, the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 160, 162, and 164, as well as the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA").

2.06 **The School Board of Palm Beach County agrees to:**

a) designate a school board liaison as a single point of contact for the Parties and provide a court liaison for dependency hearings, maintain a current roster of school principals, School Based Team leaders and Foster Care Campus Coordinators on the district’s website, and promote the provision of training and staff development related to the implementation of this Agreement;

b) provide the Student Academic Profile to ChildNet personnel with appropriate releases such as PBSD 0313, court order with notice to parents when required, or if within an exception to parental consent under FERPA or its implementing regulations, provide; current school, grades, attendance and discipline, upon request; and contribute available student data, upon request, for the Comprehensive Behavioral Health Assessment (CBHA) and preliminary behavioral health screenings;

c) conduct School Based Team meetings for youth with academic and/or behavioral issues as part of an early intervention plan for youth in accordance with an established school schedule; and, support the academic achievement and social/emotional needs in accordance with the School Based Team process, the Response to Intervention practice and Individuals with Disabilities Education Act (IDEA), and Section 504 of the American with Disabilities Act (ADA) regulations; and, ensure all youth covered by this Agreement shall have access to school based services that are reasonably necessary to meet the needs of youth and support academic success, including approved agencies with cooperative agreements.
https://www.palmbeachschools.org/safeschools/wp-content/uploads/sites/80/2017/08/FINAL-08.25.17-FY18-Cooperative-Agreements-.pdf, and promote and develop strategies for providing ongoing guidance support for children known to the department to ensure that they are aware of post-secondary options;

d) participate in the planning for the transition of children with disabilities and planning for youth involved in the ChildNet Independent Living Program (IL) as defined by state and federal statutes in accordance with the ESE Transition Services protocol (https://www.palmbeachschools.org/ese/transitionservices/) and, collaborate with ChildNet to conduct a comprehensive educational review/staffing of children in out-of-home care upon turning thirteen years of age to identify strengths, needs and interventions in order to maximize educational achievement and secondary and post-secondary planning and services; and, share with CareerSource a copy of the student’s IEP (with appropriate releases - PBSD 0313) to facilitate coordination of IL and transition services;

e) provide training opportunities for foster parents on educational issues to support their role in the educational life of the foster care child, to include the value of an education, the role of an education in the development and adjustment of a child, the proper ways to access education and related services, and the development of training for potential Surrogate Parents as determined by the SBPBC Exceptional Student Education Department. The training will include eligibility, IEP and placement processes for students with disabilities. Additionally, ChildNet shall provide training on how the ability to learn is affected by abuse, abandonment, neglect and removal from the home;

1) the Parties shall develop and promote an integrated training calendar for Surrogate Parents and shall post such on their respective websites. Guardian Ad Litem and foster parents may attend Surrogate Parent training offered by the SBPBC. Guardian Ad Litem who successfully complete Surrogate Parent training may be given priority for appointment to youth whose case they are assigned;

2) the school board shall develop and provide training opportunities to all Parties to this Agreement regarding education. The training components shall include the processes and activities related to implementation of this Agreement.

f) participate in the state conferences, including providing suggestions for topics and training materials;

g) protect the rights of students and parents with respect to records received, created, maintained, disclosed, and used by SBPBC in accordance with state and federal law. SBPBC also acknowledges that parents/guardians and students have the rights of access, challenge and privacy with respect to educational records and reports, and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including but not limited to School Board Policy 5.50 on Student Education Records, the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 as well as Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Parts 160, 162, and 164;

h) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.;

i) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement;
share, to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, including but not limited to Chapter 39 Section 1002.22, F.S., relevant information relative to the students known to the department as would be pertinent to their educational growth, including post-secondary pursuits, job training, employment, and other benefits; and acknowledge that it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in Section 39.202, F.S. It is understood that the sharing of student records, including psychological evaluations, except as restricted by 45 CFR § 164.508 and 164.502(g)(5), with parental or custodial consent or court order does not abrogate the confidentiality of the records as to other non-designated parties;

k) Ensure that information obtained from the Parties will be disseminated only to appropriate SBPBC personnel and will carry a warning that the appropriate administrative, technical, and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information;

l) Provide student transportation to continue education in the school of origin, if requested, as consistent with statutory obligations under the Every Student Succeeds Act (ESSA). The obligation to provide transportation ceases upon placement pursuant to an Order of Adjudication of Dependency and Disposition Order. However, the school board, in its discretion, may consider providing transportation consistent with the best interest of the child, until the end of the grading period during which the Disposition Order was entered. Such discretion shall be exercised by the school board or its designee in accordance with School Board Policy. Within three business days of transportation request, the Foster Care Liaison will forward requests to the Transportation Department. Approved requests for ESSA transportation services will be initiated within ten business days of receipt. When transportation cannot be met through traditional school bus transportation services, where appropriate, students will be provided with passes for Palm Tran and/or TriRail, including passes for caregivers, when necessary. For students with an Individual Education Plan (IEP), the plan will be used to determine suitability for such transportation services in conjunction with the IEP Team. The school board recognizes that continued enrollment in the same school throughout the time the child is known to the department and is in out-of-home care is preferable unless enrollment in the same school would be unsafe or otherwise impractical. The department and the school board shall assess availability of federal, charitable, or grant funding for such transportation, as required by Section 39.0016 (2)(b)2.c., F.S.;

m) Participate in gathering information for ESSA; and

n) Provide the Parties an update of the available services at each quarterly convening of the Local Interagency Collaboration Team.

2.07 ChildNet/DCF agrees to:

a) Provide the SBPBC Education Liaison and the SBPBC Building Principal/designee a copy of Palm Beach County Department of Children and Families School Registration Information Form at initial registration and any subsequent change in dependency case manager or placement change within 72 hours subsequent to this change or if an educational surrogate is needed. Attached to that Registration Form shall be a copy of any court order that prohibits the natural parent or any other person from contact with the student and/or information from any other court order that may be relevant to the youth's educational program or setting;
b) protect the rights of students and parents with respect to records received, created, maintained, disclosed and used by it in accordance with state and federal law. It also acknowledges that parents/guardians and students have the rights of access, challenge and privacy with respect to educational records and reports, and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including but not limited to the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR Part 99, as well as Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 160, 162, and 164;

c) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.;

d) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement;

e) take all steps necessary to gain HIPAA compliant authorizations, orders from the court or consent from natural parent(s) and/or legal guardian of the child to enable the SBPBC, DJJ, and CareerSource to provide to DCF and ChildNet the educational and job training records for children known to the department;

f) ensure that with appropriate HIPAA compliant authorizations that the current psychological and/or psychiatric evaluation, except as restricted by 45 CFR § 164.508 and 164.502(g)(5), of the youth obtained by DCF or ChildNet and related to educational needs of the youth shall be provided to the assigned SBPBC Education liaison, DJJ liaison, and APD liaison, who in turn shall ensure that the information is considered in determining the educational, habilitation, job training and employment services required to meet the needs of youth;

g) ensure that information obtained from the Parties will be disseminated only to authorized DCF/ChildNet personnel and will carry a warning that the appropriate administrative, technical and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information;

h) retain the responsibility to coordinate temporary transportation for students to and from school during the time that SBPBC determines eligibility for transportation is being reviewed or provide transportation with reimbursement at the approved rate;

i) provide transportation, as needed, for youth not eligible for transportation by SBPBC and shall address ongoing transportation needs on a case-by-case basis for youth deemed ineligible for ESSA by SBPBC who are not under an active eligibility appeal;

j) follow protocol for notification and collaboration amongst the Parties for the case planning for a child both at the time of dependency plan development and subsequent reviews;

k) review procedures to place students in shelter and foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;

l) promote the practice of changing schools during vacations or other logical breaks to minimize disruption of educational services;

m) collaborate with SBPBC to conduct a comprehensive educational review/staffing of children in out-of-home care upon turning thirteen years of age to identify strengths, needs and interventions in order to maximize educational achievement and secondary and post-secondary planning and services;
n) maintain a current database of clients and their respective dependency case
managers and notify the SBPBC District Liaison, DJJ South Regional Director or designee and
APD Eligibility Supervisor of changes;
o) develop and provide training opportunities to all Parties to this Agreement
regarding education. The training components shall include the processes and activities related to
implementation of this Agreement;
p) promote Guardians Ad Litem and foster parents attending surrogate parent training
offered by SBPBC;
q) provide the Parties an update of the available services at each quarterly convening
of the Local Interagency Collaboration Team; and
r) provide the school board assurance that subcontracted agencies have Level 2
background screenings.

2.08 CareerSource agrees to:
   a) provide a description of local referral processes that serve youth, 14 to 21 years old,
      for employment and training services;
b) protect the rights of students and parents with respect to records received, created,
   maintained, disclosed and used by CareerSource in accordance with state and federal laws. 
   CareerSource also acknowledges that parents/guardians and students have the rights of access,
   challenge and privacy with respect to educational records and reports, and that there will be strict
   adherence to all applicable federal and state laws and regulations pertaining to those rights,
   including but not limited to the federal Family Educational Rights and Privacy Act (FERPA), 20
   USC § 1232g and 34 CFR Part 99, as well as Health Insurance Portability and Accountability Act
   ("HIPAA"), 45 CFR Parts 160, 162, and 164;
c) acknowledge that it may be necessary to restrict information sharing due to
   statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those
   enunciated in 39.202, F.S.;
d) fully comply with the specific HIPAA requirements set forth in Section 2.14,
   Disclosures of Protected Health Information, infra, of this Agreement;
   c) provide the Parties an update of the available services at each quarterly convening
      of the Local Interagency Collaboration Team;
f) distribute information about career awareness opportunities and promote labor
      market information on jobs in demand at the local level for the appropriate education level of each
      youth;
g) collaborate with the Parties to establish strategies for coordination of the various
   funding sources and services regarding employment and training;
h) develop and provide training opportunities to all Parties to this Agreement
   regarding services related to employment. The training components shall include the processes
   and activities related to implementation of this Agreement;
i) explore opportunities with the Parties on ways to improve and expand the DCF
   Operation Full Employment initiative;
j) increase for individuals, particularly those individuals with barriers to employment,
   access to and opportunities for the employment, education, training and support services they need
   to succeed in the labor market;
k) support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible and high-quality workforce development system;

l) improve the quality and labor market relevance of workforce investment, education and economic development efforts to provide America’s workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America’s employers with the skilled workers the employers need to succeed in a global economy;

m) promote improvement in the structure and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, job-seekers, and employers;

n) increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and states, and the global competitiveness of the United States; and

o) provide workforce investment activities, through local workforce development systems, that increase the employment, retention and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency and meet the skill requirements of employers.

All services listed above can be found via the internet at www.careersourcepbc.com. CareerSource shall support this Agreement by participating in sustained dialogue to improve programs, services and outcomes for at-risk youth by integrating complementary services, identifying duplicative efforts, gaps in services and resource alignment.

As dictated by the WIOA, CareerSource Palm Beach County operates as a competitive business, rather than a not-for-profit or governmental organization. This corporate, entrepreneurial approach is unprecedented (most of the nation’s workforce systems look, feel and act like government agencies) and is the driving force behind the organization-wide culture of innovation and high performance.

p) ensure that information obtained from the Parties will be disseminated only to authorized CareerSource personnel, and will carry a warning that the appropriate administrative, technical and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information;

2.09 The Department of Juvenile Justice agrees to:

a) provide a current list of clients and their respective Juvenile Probation Officers and shall transmit the updated information to ChildNet liaison, ChildNet dependency case manager and SBPBC district liaison;

b) protect the rights of students and parents with respect to records received, created, maintained, disclosed and used by DJJ in accordance with state and federal law. DJJ also acknowledges that parents/guardians, and students have the rights of access, challenge, and privacy with respect to educational records and reports, and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including but not limited to the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and
34 CFR Part 99, as well as Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 160, 162, and 164;
c) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.;
d) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement;
e) share DJJ comprehensive evaluation and assessments with the ChildNet liaison, ChildNet dependency case manager and the SBPBC district liaison upon request;
f) participate in joint planning with SBPBC - DJJ school-specific contact, and ChildNet personnel to eliminate duplication of services and identify gaps in services to at risk and delinquent youth;
g) ensure that information obtained from the Parties will be disseminated only to authorized DJJ personnel and will carry a warning that the appropriate administrative, technical, and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information;
h) provide the Parties an update of the available services at each monthly convening of the Local Interagency Collaboration Team; and
i) develop and provide training opportunities to all Parties to this Agreement regarding delinquency and intervention services. The training components shall include the processes and activities related to implementation of this Agreement.

2.10 The Agency for Persons with Disabilities agrees to:
a) collaborate with the Parties to support youth with developmental disabilities who have been determined to be eligible for APD services in living, learning and working in their communities;
b) protect the rights of students and parents with respect to records received, created, maintained, disclosed and used by APD in accordance with state and federal law. APD also acknowledges that parents/guardians and students have the rights of access, challenge and privacy with respect to educational records and reports and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including but not limited to the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 as well as Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 160, 162, and 164;
c) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.;
d) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement;
e) provide a description of local referral processes for services;
f) ensure that a youth who has or might have a developmental disability or their authorized representative may apply for services at any time by contacting the APD office in their area;
g) provide the Parties an update of the available services at each monthly convening of the Local Interagency Collaboration Team;

h) provide updates to the ChildNet liaison of the current status of youth served by ChildNet who are active APD recipients and referred individuals;

i) shall develop and provide training opportunities to all Parties to this Agreement regarding the eligibility process, supports and services. The training components shall include the processes and activities related to implementation of this Agreement; and

j) ensure that information obtained from the Parties will be disseminated only to authorized APD personnel and will carry a warning that the appropriate administrative, technical and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information.

2.11 The Early Learning Coalition agrees to:

a) work to determine the needs of young children in the community;

b) administer available funding for the School Readiness Program, which provides support for low-to-moderate income working families participating with CareerSource. The Coalition will accept referrals from CareerSource and assist families enrolling for services according to requirements set forth by the Office of Early Learning and other applicable funding sources;

c) develop, plan and work in collaboration with community partners to ensure children are ready for school;

d) prioritize at-risk children as required by Florida Statutes for the school readiness program;

e) protect the rights of students and parents with respect to records received, created, maintained, disclosed and used by ELC in accordance with state and federal law. ELC also acknowledges that parents/guardians and students have the rights of access, challenge and privacy with respect to educational records and reports and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including, but not limited to, the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 as well as Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Parts 160, 162, and 164;

f) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.;

g) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement;

h) share, to the fullest extent permissible and in compliance with federal law, Florida Statues and Administrative Rules, including but not limited to Chapter 39, Section 1002.22, F.S., relevant information relative to the children known to the department as would be pertinent to their educational growth, including post-secondary pursuits, job training, employment, and other benefit. It is understood that the sharing of student records, including psychological evaluations, except as restricted by 45 CFR § 164.508 and 164.502(g)(5), with parental or custodial consent or court order does not abrogate the confidentiality of the records as to other non-designated parties;
f) oversee Florida’s free Voluntary Pre-Kindergarten (VPK) program, which serves more than 10,000 children in Palm Beach County

g) evaluate the quality of early childhood services; and

k) ensure that information obtained from the Parties will be disseminated only to authorized ELC personnel and will carry a warning that the appropriate administrative, technical and physical safeguards must be utilized to protect this confidential information, regarding the associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information;

2.12 Southeast Behavioral Health Network agrees to:

a) designate a staff member to serve as a liaison to collaborate with all parties to support the behavioral health needs of the children and youth covered by this Agreement.

b) provide a list of providers and a description of all behavioral health services funded by SEFBHN to all parties to this Agreement.

c) promote improvement in the access and delivery of services for children and youth covered by this agreement.

d) collaborate with all Parties to eliminate duplication of services and identify gaps in services for children and youth covered by this Agreement.

e) collaborate with all Parties to coordinate funding sources for behavioral health services for children and youth covered by this Agreement.

f) provide training opportunities to all parties concerning the behavioral health system of care in Palm Beach County and related evidence-based behavioral health practices.

g) participate in the quarterly Local Interagency Collaboration Team Meetings.

h) adhere to federal and states statutes and administrative code regarding the dissemination of confidential information from and to SEFBHN.

i) promote and support the use of the Practice of High Fidelity Wrap-around in care coordination for children and youth with serious and complex emotional and behavioral needs with the goal of maintaining them in their home and community.

j) protect the rights of students and parents with respect to records received, created, maintained, disclosed and used by SEFBHN in accordance with state and federal law. SEFBHN also acknowledges that parents/guardians, and students have the rights of access, challenge and privacy with respect to educational records and reports and that there will be strict adherence to all applicable federal and state laws and regulations pertaining to those rights, including, but not limited to, the federal Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 as well as Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Parts 160, 162, and 164.

k) acknowledges that it may be necessary to restrict information sharing due to statutory prohibitions in FERPA, HIPAA, Section 501.171, F.S., and restrictions other than those enunciated in 39.202, F.S.

l) fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement.

m) ensure that information obtained from the Parties will be disseminated only to authorized SBHN personnel and will carry a warning that the appropriate administrative, technical and physical safeguards must be utilized to protect this confidential information, regarding the
associated civil and criminal liability for the unauthorized disclosure of such information, as well as the need to maintain control over additional dissemination of such information.

2.13 Agency Designees.
The Parties agree that:

a) SBPBC designee for the purpose of executing and administering this Agreement shall be the Superintendent of Schools, who may assign a designated administrator for the purpose of monitoring this Agreement;

b) DCF designee for the purpose of executing and administering this Agreement shall be the Regional Managing Director, who may assign a designated administrator for the purpose of monitoring this Agreement;

c) ChildNet designee for the purpose of executing and administering this Agreement shall be the Interim President/Chief Executive Officer, who may assign a designated administrator for the purpose of monitoring this Agreement;

d) ELC designee for the purpose of executing and administering this Agreement shall be the Chief Executive Director;

e) CareerSource designee for the purpose of executing and administering this Agreement shall be the President/Chief Executive Officer, who may assign a designated administrator for the purpose of monitoring this Agreement;

f) APD designee for the purpose of executing and administering this Agreement shall be the Regional Operations Manager, who may assign a designated administrator for the purpose of monitoring this Agreement

g) DJJ designee for the purpose of executing and administering this Agreement shall be the South Regional Director, who may assign a designated administrator for the purpose of monitoring this Agreement; and

h) SERBHN designee for the purpose of executing and administering this Agreement shall be the Chief Executive Officer;

2.14 Disclosures of Protected Health Information
Each Party to this Agreement separately acknowledges and agrees that to adequately facilitate the coordinated flow of confidential and protected health information ("PHI") across the multiple and named parties to this Agreement, each party shall independently ensure compliance with the provisions of applicable federal and state confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g and 34 CFR Part 99, 20 CFR, § 603.1, et seq, 42 USC 1320b-7(a) [Section 1137 of the Social Security Act], § 443.1715, F.S., § 501.171, F.S., Chapter 119, F.S., 42 CFR § 431.306, the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 160, 162, and 164 as well as the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), as well as other applicable federal and state confidentiality laws.

a) Each Party separately acknowledges and agrees that confidential and protected health information, whether electronic, written or in oral form, shall be safe-guarded and any access, use, or disclosure of such information that is created, received, maintained and/or
transmitted between the Parties to this Agreement shall comply with the requirements of the HIPAA rules;

b) The HIPAA rules require that each Party to this Agreement shall implement and maintain appropriate administrative, technical and physical safeguards that protect the confidentiality, integrity and privacy of confidential and protected health information ("PHI") that each Party receives, creates, maintains or transmits pursuant to this Agreement;

c) The following definitions shall have the same meaning and effect as those terms contained in the HIPAA rules, 45 CFR Parts 160, 162, and 164. In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA rules, the HIPAA rules shall control.


2) "Breach" means the unauthorized acquisition, access, use or disclosure of PHI under the HIPAA rules, which compromises the confidentiality of the PHI, 45 CFR §164.402.

3) "Protected Health Information or (PHI)" means individually identifiable health information that is: transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium relating to past, present or future physical or mental health diagnosis or condition of an individual, provision of health care to an individual or the past, present or future payment for the provision of health care to an individual. ("Electronic PHI" or "E-PHI" means information transmitted by or maintained in electronic media).

4) "Unsecured PHI" means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary of the US Department of Health and Human Services in the guidance issues under Section 13402(h)(2) of Public Law 111-5. 45 CFR § 164.402.

d) Purposes for which PHI May Be Disclosed. The parties to this Agreement shall only access, use or disclose confidential PHI to another Party for the stated purposes set forth in this Agreement.

e) Minimum Necessary PHI. Each Party to this Agreement shall only access, use or disclose, between one Party to the other, the minimum necessary amount of PHI needed to accomplish the intended functions, services and activities specifically outlined in this Agreement.

f) Compliance Obligations. Each Party shall, at a minimum, comply with the following requirements:

1) only access, use or disclose the minimum necessary PHI needed to accomplish the coordinated flow of information across the multiple and named parties to this Agreement in order to accomplish the intended functions, services and activities, as stated herein;

2) not use or disclose PHI, as exchanged under this Agreement, other than as permitted or required by this Agreement or as required by federal or state law;

3) implement and maintain appropriate administrative, technical and physical safe-guards that protect the confidentiality, integrity and privacy of PHI that each Party accesses, discloses, receives, creates, maintains or transmits pursuant to this Agreement;

4) use appropriate safe-guards and comply, where applicable, with Subpart C of 45 CFR Part 164 regarding electronic PHI, as exchanged per this Agreement, to prevent use or disclosure of PHI other than as permitted or required by this Agreement;

5) Make a good faith effort to identify any access, use or disclosure of PHI that is not authorized under this Agreement and report the same to each Party to this Agreement,
including breaches by any Party’s workforce members, agents, business associates, subcontractors or other similarly situated person or entity, if applicable, of unsecured PHI, as required by 45 CFR §164.410. The breach notification process requires that each Party shall comply with the following:

i. the Party that discovers a breach ("discovering Party") shall, within forty-eight (48) hours of discovery, provide a brief description of what happened, including the date of the breach, date of discovering the breach, a description of the types of unsecured PHI that were involved in the breach (such as individually identifiable health information, as defined in 45 CFR § 160.103), as well as a description of what steps the discovering Party is taking to investigate the breach, mitigate any harm to individuals, as well as to protect against further breaches; and

ii. except as otherwise agreed upon by the parties, after reporting the discovery of a breach of PHI to the parties, the discovering Party, shall be responsible for timely notifying each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclosed as a result of such breach; moreover, the discovering Party shall also be responsible for the issuance of timely notifications to the media, the Secretary of US Department of Health and Human Services, and/or the Florida Department of Legal Affairs, as required by and in compliance with 45 CFR §§ 164.404, 164.406 and 164.408, as well as, § 501.171, F.S. Upon issuing the above notices, the discovering Party shall contemporaneously submit copies of such notices to each Party to this Agreement.

g) In accordance with 45 CFR §164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, each Party to this Agreement shall ensure that every agent, business associate or subcontractor operating on behalf of any Party to this Agreement that creates, receives, maintains or transmits PHI on its behalf shall execute a written agreement requiring the agent, business associate or subcontractor to agree to the same restrictions, conditions and requirements of this Agreement;

h) Familiarize its workforce members with the requirements of this Agreement and provide HIPAA training to any member of its workforce that is authorized to access, use or disclose PHI under this Agreement;

i) Make available PHI in accordance with 45 CFR § 164.524;

j) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

k) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; and

l) Make its internal practices, books and records relating to the access, use and disclosures of PHI received from or created or received under this Agreement or available to the Secretary of the US Department of Health and Human Services for purposes of determining compliance with the HIPAA rules.

2.15 Interagency Dispute.

Each Party agrees to comply with the following steps in the case of an interagency dispute:

a) Step 1 is resolution of the dispute among local agency staff; if unsuccessful then;

b) Step 2 is resolution of the dispute at the Local Interagency Collaboration Team agency level; if unsuccessful then;

c) Step 3 is resolution of the dispute among the local agency heads, i.e., SBPBC Superintendent of Schools, the DCF Regional Managing Director, the ChildNet Executive Director, the Circuit 15 DJJ South Regional Director, the APD Regional Operations Manager, the
2.16 Indemnification.
This section shall survive the termination of all performance or obligations under this Agreement
and shall be fully binding until such time as any proceeding brought on account of this Agreement
is barred by any applicable statute of limitations.

a) By SBPBC: School Board of Palm Beach County agrees to be fully responsible
for its acts of negligence or its agent’s acts of negligence when acting within the scope of their
employment and agrees to be liable for any damages resulting from said negligence to extent
permitted by Florida law and to limits set forth in Section 768.28, F.S., and nothing herein is
intended to serve as a waiver of sovereign immunity or as a consent to be used by third persons in
any matter arising out of this Agreement.

b) By DCF: Department of Children and Families agrees to be fully responsible for
its acts of negligence or its agent’s acts of negligence when acting within the scope of their
employment and agrees to be liable for any damages resulting from said negligence to the extent
permitted by Florida law and to the limits set forth in Section 768.28, F.S.

c) By ChildNet: ChildNet agrees to be fully responsible for its acts or its agent’s acts
when acting within the scope of their employment and agrees to be liable for any damages resulting
from said acts pursuant to Section 39.011, F.S., and to the limits set forth in Section 409.993, F.S.
ChildNet agrees to indemnify, hold harmless and defend SBPBC, its agents, and employees from
any and all claims, judgments, costs and expenses including but not limited to, reasonable
attorney’s fees, reasonable investigative and discovery costs, court costs and all other sums that
SBPBC, its agents and employees may pay or become obligated to pay on account of any, all and
every claim or demand or assertion of liability, or any claim or action founded thereon, arising or
alleged to have arisen out of the products, goods or services furnished by ChildNet, its agents or
employees; the equipment of ChildNet, its agents or employees while such equipment is on
premises owned or controlled by SBPBC; or the negligence of ChildNet or the negligence of
ChildNet agents when acting within the scope of their employment, whether such claims,
judgments, costs and expenses be for damages, damage to property including SBPBC’s property
and injury or death of any person whether employed by ChildNet, SBPBC or otherwise.

d) By CareerSource: CareerSource agrees to be fully responsible for its acts of
negligence or its employee’s and agent’s acts of negligence when acting within the scope of their
employment or agency and agrees to be liable for any damages resulting from said negligence.
CareerSource subject to Section 768.28, F.S., and nothing herein is intended to serve as a waiver
of sovereign immunity or as consent to be used by third persons in any matter arising out of this
Agreement.

e) By APD: Agency for Persons with Disabilities agrees to be fully responsible, up
to the limits of Section 768.28, F.S., for its acts of negligence or its agent’s acts of negligence
when acting within the scope of their employment and agrees to be liable for any damages resulting
from said negligence to the extent permitted by Florida law and to the limits set forth in Section
768.28, F.S.
f) By DJJ: The Department of Juvenile Justice agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

g) By ELC: Early Learning Coalition agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence and nothing herein is intended to serve as a waiver of sovereign immunity.

h) By SEFBHN: Southeast Florida Behavioral Health Network agrees to be fully responsible for its acts of negligence or its agent’s acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence and nothing herein is intended to serve as a waiver of sovereign immunity.

ARTICLE 3- GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 Non-Discrimination. The Parties shall not discriminate against any employee, parent or child known to the department in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or gender identity.

3.04 Termination. This Agreement may be canceled by any of the Parties with or without cause during the term hereof upon a thirty-day written notice to the other Parties of its desire to terminate this Agreement.

3.05 Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, F.S., and any resultant award of attorney's fees of non-compliance with that law. Each Party shall fully comply with the specific HIPAA requirements set forth in Section 2.14, Disclosures of Protected Health Information, infra, of this Agreement, as well as other federal and state laws, including but not limited to Chapter 39 regarding child abuse records, confidential and exempt records as enumerated in Chapter 119, F.S., as well as applicable sections of FERPA, and HIPAA.
3.06  **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07  **Amendments.** No modification, amendments or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.08  **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.09  **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein in substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10  **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11  **Governing Laws.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Except for those matters exclusive to federal jurisdiction, any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of Florida for the Fifteenth Judicial Circuit of Palm Beach County, Florida.

3.12  **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.13  **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBPBC.
3.14 **Force Majeure.** No Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of any Party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall a lack of funds on the part of any Party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBPBC, under the terms of this Agreement are reasonably capable of being performed in Palm Beach County, Florida and shall be payable and performable in Palm Beach County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Postal Service, postage prepaid, addresses to the Party from whom it is intended at the place last specified. The address for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Party and place for giving notice:

**To: School Board**
Robert Avossa, Superintendent of Schools
The School Board of Palm Beach County, Florida
3330 Forest Hill Boulevard
West Palm Beach, Florida 33406

**With a Copy to:**
June Bassa, Director of the Department of Safe Schools
The School Board of Palm Beach County, Florida
c/o Lincoln Elementary
1160 Avenue N, Room 268
Riviera Beach, Florida 33404

**To: DCF**
Vern Melvin, Southeast Regional Managing Director
Department of Children and Families
337 North U.S. Highway 1
Fort Pierce, FL 34950

**With a Copy to:**
Mark Holsapfel, Regional Program Manager
Department of Children and Families
1400 West Commercial Boulevard
2nd Floor, Room 210 N
Fort Lauderdale, Florida 33309
To: ChildNet
Larry Rein, Interim President/Chief Executive Officer
ChildNet, Inc.
4100 Okeechobee Boulevard
West Palm Beach, Florida 33409

With a Copy to:
Krystal Kennison, Director of Service Coordination
ChildNet, Inc.
4100 Okeechobee Boulevard
West Palm Beach, Florida 33409

To:
Steve Craig, President/Chief Executive Officer
CareerSource Palm Beach County, Inc.
3400 Belvedere Road
West Palm Beach, Florida 33406

With a Copy to:
Holly Carson, Director of Client Programs (Youth)
CareerSource Palm Beach County, Inc.
3400 Belvedere Road
West Palm Beach, Florida 33406

To: APD
Gerard C. Driscoll, Regional Operations Manager
Agency for Persons with Disabilities
111 S. Sapodilla Avenue, Suite 204
West Palm Beach, Florida 33401

With a Copy to:
Rita Castor, Deputy Regional Operations Manager
Agency for Persons with Disabilities
111 S. Sapodilla Avenue, Suite 204
West Palm Beach, Florida 33401

To: DJJ
Terria Flakes, South Regional Director
Department of Juvenile Justice
201 West Broward Boulevard
Fort Lauderdale, Florida 33301

With a Copy to:
Greg Starling, Chief Probation Officer
Department of Juvenile Justice
1100 45th Street, Building B
West Palm Beach, Florida 33407

To: ELC
Warren Eldridge, Chief Executive Officer
Early Learning Coalition of Palm Beach County
2300 High Ridge, Suite 115
Boynton Beach, Florida 33426
3.18 Captions. The captions, section numbers, article numbers, title and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construct or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

3.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

3.21 No Agency Relationship. No Party is an agent or servant of the other. No person employed by any Party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of another Party, nor shall an employee claim any right in or entitlement to any pension, worker’s compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the Party by whom they are employed.

3.22 Inspector General. The Parties agrees and understands that the School District’s Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the Parties with regard to the Agreement. Each Party’s employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide
reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, the Parties understand, acknowledge and agree to abide by School Board Policy 1.092.

**********

By signing this agreement, each party acknowledges that it has read and agreed to all of the terms and conditions contained in this agreement and intend to be legally bound by the same.
IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

DEPARTMENT OF CHILDREN AND FAMILIES

[Signature]

Vern Melvin, Southeast Regional Managing Director

[Signature]

12/15/17

Date

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

CHILDNET

[Signature]
Larry Rein, Interim President/Chief Executive Officer

[Signature]

12/4/17
Date

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

CAREERSOURCE PALM BEACH COUNTY, INC.

[Signature]

Steve Craig, President/Chief Executive Officer

Date

12-5-17

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

AGENCY FOR PERSONS WITH DISABILITIES

[Signature]

Gerard C. Driscoll, Regional Operations Manager

[Date]
IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

DEPARTMENT OF JUVENILE JUSTICE

[Signature]

Terria Flakes, South Regional Director

[Signature]

Date

2/1/2018

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

EARLY LEARNING COALITION OF PALM BEACH COUNTY

Warren Eldridge, Chief Executive Officer

12/21/2017 Date

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK

[Signature]
Ann M. Berner, Chief Executive Officer

1/17/2018
Date

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IN WITNESS WHEREOF, the Parties have caused their hand to be set to this Agreement by their respective authorized officials thereof.

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Chuck Shaw, Chairman

ATTEST:

Donald E. Fennoy II, Ed.D., Superintendent of Schools

Date 5/1/18

Reviewed and approved as to form and legal sufficiency

School Board Attorney 4/23/17

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
MEMORANDUM OF UNDERSTANDING #2008-313
BETWEEN
US DEPARTMENT OF VETERANS AFFAIRS/VETERANS HEALTH ADMINISTRATION
VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION FOR DISABLED
VETERANS OUTREACH PROGRAM
VA Medical Center, 7305 North Military Trail, West Palm Beach, Florida 33410
AND
WORKFORCE ALLIANCE, INC.
326 Fern Street, Suite 301, West Palm Beach, Florida 33401

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into between, Workforce Alliance, Inc. and the Veterans Affairs, Veterans Health Administration for Disabled Veterans Outreach Program (Partner Agency).

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of provisions of Section 4103A. (a) (1) and (3) under Title 38 U.S. Code.

This MOU is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to Palm Beach County.

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

II. PERIOD OF PERFORMANCE

This MOU shall begin on July 1, 2008. This MOU shall be automatically renewed annually without action of any party, unless earlier terminated by either party. Either party may terminate this MOU with or without cause by giving 5 business days written notice to the other Party.

III. SERVICES TO BE PROVIDED BY WORKFORCE ALLIANCE, INC. STAFF

Workforce Alliance, Inc. staff assigned to Partner Agency should perform duties, which include, but are not limited to:

• Follow-up on referrals from Partner Agency staff.

• Involvement with Team Leaders and other Veterans Affairs, Partner Agency staff with particular emphasis on assessment job readiness and development of job-finding techniques; and

• Job development and selective placement activities conducted primarily through telephone/email contacts with visits to employers.

IV. SPACE PROVIDED AT PARTNER AGENCY

One office or room for conducting one on one Workforce Alliance, Inc. services will be provided at Partner Agency at no charge to Workforce Alliance, Inc. or the State of Florida Agency for Workforce Innovation.
V. RESPONSIBILITIES OF THE AGENCY FOR WORKFORCE INNOVATION (AWI) AND WORKFORCE ALLIANCE, INC. FACILITIES IN OUT STATIONING OF AWI PERSONNEL:

Workforce Alliance, Inc. staff which are assigned to Partner Agency shall have overall responsibility for the conduct, performance and administration of all Partner Agency staff. Conduct will be consistent with DVA/VHA and RCS policies. The Agency for Workforce Innovation (AWI) will provide salaries, fringe benefits, employment service training, data processing equipment, and such supplies as may be required by AWI to ensure that Partner Agency services remain consistent with legislative intent and coordinated with the local offices services. Travel funds will be provided by AWI and any local travel for outreach/employer visitation of full-time out stationed Partner Agency will be controlled by AWI management taking into consideration duties involving local DVA staff such as group sessions, job clubs, job search workshops. It shall be the responsibility of the personnel to maintain the integrity of the program.

VI. PARTNERSHIP:

Workforce Alliance, Inc. and Partner Agency, through continued cooperation, will demonstrate partnership and participation in the One-Stop System that has developed in Palm Beach County.

VII. CERTIFICATION:

By signing this MOU, Workforce Alliance, Inc. and Partner Agency agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to One-Stop customers.

By signatures affixed below, the parties specify their agreement:

VIII. Signatures

[Signature]
Kathryn Schmidt, President/CEO
Workforce Alliance, Inc.

Date 10-27-08

[Signature]
Charleen R. Szabo, FACHE
Medical Center Director
Veterans Affairs/Veterans Health Administration
VA Medical Center, West Palm Beach, FL.

Date 10/15/08

WITNESS:

WITNESS:
MEMORANDUM OF UNDERSTANDING #2008-313
BETWEEN
US DEPARTMENT OF VETERANS AFFAIRS/VETERANS HEALTH ADMINISTRATION
VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION FOR DISABLED
VETERANS OUTREACH PROGRAM
VA Medical Center, 7305 North Military Trail, West Palm Beach, Florida 33410
AND
WORKFORCE ALLIANCE, INC.
326 Fern Street, Suite 301, West Palm Beach, Florida 33401

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into between, Workforce Alliance, Inc. and the Veterans Affairs, Veterans Health Administration for Disabled Veterans Outreach Program (Partner Agency).

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of provisions of Section 4103A. (a) (1) and (3) under Title 38 U.S. Code.

This MOU is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to Palm Beach County.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

II. PERIOD OF PERFORMANCE

This MOU shall begin on July 1, 2008. This MOU shall be automatically renewed annually without action of any party, unless earlier terminated by either party. Either party may terminate this MOU with or without cause by giving 5 business days written notice to the other Party.

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• Follow-up on referrals from Partner Agency staff.

• Involvement with Team Leaders and other Veterans Affairs, Partner Agency staff with particular emphasis on assessment, job readiness and development of job-finding techniques; and

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Workforce Alliance, Inc. staff which are assigned to Partner Agency shall have overall responsibility for the conduct, performance and administration of all Partner Agency staff. Conduct will be consistent with DVA/VHA and RCS policies. The Agency for Workforce Innovation (AWI) will provide salaries, fringe benefits, employment service training, data processing equipment, and such supplies as may be required by AWI to ensure that Partner Agency services remain consistent with legislative intent and coordinated with the local offices services. Travel funds will be provided by AWI and any local travel for outreach/employer visitation of full-time out stationed Partner Agency will be controlled by AWI management taking into consideration duties involving local DVA staff such as group sessions, job clubs, job search workshops. It shall be the responsibility of the personnel to maintain the integrity of the program.

VI. PARTNERSHIP:

Workforce Alliance, Inc. and Partner Agency, through continued cooperation, will demonstrate partnership and participation in the One-Stop System that has developed in Palm Beach County.

VII. CERTIFICATION:

By signing this MOU, Workforce Alliance, Inc. and Partner Agency agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to One-Stop customers.

By signatures affixed below, the parties specify their agreement:

VIII. Signatures

Kathryn Schmidt
President/CEO
Workforce Alliance, Inc.

10-27-08
Date

Charleen R. Szabo, FACHE
Medical Center Director
Veterans Affairs/Veterans Health Administration
VA Medical Center, West Palm Beach, FL.

Date
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
DELRAY BEACH HOUSING AUTHORITY
82 NW 5th Avenue, Delray Beach, Florida 33444

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by the Delray Beach Housing Authority ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   3400 Belvedere Road, West Palm Beach, Florida 33406
   Telephone Number: 561-340-1060 Ext. 2221  Fax Number: 561-340-1062
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Dorothy Ellington, President/CEO
   82 NW 5th Avenue, Delray Beach FL 33444
   Telephone Number: (561) 272-6766 Fax Number: (561) 272-7352
   E-mail: dellington@dbha.org

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

IV. METHODS OF INTERNAL REFERRAL

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

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in “Attachment 1” will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner's infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS
Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

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

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

XVII. NON-ASSIGNABILITY CLAUSE
This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)
Partner agrees that it will comply fully with the following:

1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource's approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY: Careersource Palm Beach County, Inc.  
Name: Steve Craig  
Title: President/CEO  
Date: 12/19/17

APPROVED BY: Delray Beach Housing Authority  
BY:  
Name: Dorothy Ellington  
Title: President/CEO  
Date: 12/19/2017
ATTACHMENT 1

INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year's expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
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<thead>
<tr>
<th>Labor Hours/FTE</th>
<th>One Stop Delivery System</th>
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</tr>
<tr>
<td></td>
<td>97.58%</td>
</tr>
<tr>
<td>Leases</td>
<td>$521,854</td>
</tr>
<tr>
<td>Liability/Property/Other Insurance</td>
<td>$83,056</td>
</tr>
<tr>
<td>Copiers</td>
<td>$40,216</td>
</tr>
<tr>
<td>Telephone/Internet</td>
<td>$72,072</td>
</tr>
<tr>
<td>IT Licenses/Fees</td>
<td>$190,137</td>
</tr>
<tr>
<td>Utilities</td>
<td>$41,861</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$36,376</td>
</tr>
<tr>
<td>Record Storage &amp; Maintenance</td>
<td>$13,922</td>
</tr>
<tr>
<td>IT Supplies</td>
<td>$28,731</td>
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<tr>
<td>Office Supplies</td>
<td>$42,000</td>
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<td>Other</td>
<td>$0</td>
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<tr>
<td>Total Infrastructure Costs</td>
<td>$1,070,224</td>
</tr>
<tr>
<td>Additional One Stop Costs</td>
<td>$491,569</td>
</tr>
<tr>
<td>Career Services Staff</td>
<td>$606</td>
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<tr>
<td>IT Staff-Shared Cost</td>
<td>$649</td>
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<tr>
<td>Front Desk/Center Mgr</td>
<td>$161</td>
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<td>DEO Career Services Staff</td>
<td>$822</td>
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<td>Temp Services (1 FTE)</td>
<td>$82</td>
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<tr>
<td>Furniture/Equipment</td>
<td>$0</td>
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<tr>
<td>Indirect Cost (.1429)</td>
<td>$489</td>
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<tr>
<td>Total Additional One Stop Expense</td>
<td>$1,834,248</td>
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<tr>
<td>Total/Total Infrastructure and Additional One Stop Costs</td>
<td>$2,904,472</td>
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<tr>
<td>In Kind Costs</td>
<td>($6,058)</td>
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<tr>
<td>Estimated Amount Due to CareerSource Palm Beach County</td>
<td>$0</td>
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**Delray Housing Authority**

|                                                    | 0.20                     |
|                                                    | 0.16%                    |
| Housing                                          | $856                     |
| Housing                                          | $136                     |
| Housing                                          | $666                     |
| Housing                                          | $118                     |
| Housing                                          | $312                     |
| Housing                                          | $69                      |
| Housing                                          | $60                      |
| Housing                                          | $23                      |
| Housing                                          | $47                      |
| Housing                                          | $69                      |
| Housing                                          | $0                       |
| Total Infrastructure Costs                        | $1,755                   |
MEMORANDUM OF UNDERSTANDING NO. 2011-267
BY AND BETWEEN
WORKFORCE ALLIANCE, INC. (Alliance)
315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401
AND
VET CENTER FOR DISABLED VETERANS OUTREACH PROGRAM (Partner Agency)
4986 10th Ave North Suite 6, Greenacres, Florida 33463

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into between, Workforce Alliance Inc. and Jupiter Vet Center For Disabled Veterans Outreach Program.

The purpose of this MOU is to establish an agreement between the entities Alliance concerning their respective roles and responsibilities for the implementation of provisions of Section 4103(A), (a) (1) and (3) of Title 38 U.S. Code.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Jupiter, Florida. In addition this MOU will establish joint processes and procedures that will enable the parties to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services in Jupiter, Florida.

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

II. PERIOD OF PERFORMANCE

This MOU shall begin on December 1, 2012 and shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this MOU Either party may terminate this MOU, with or without cause, at any time by giving twenty four hours written notice in advance to the other party.

III. SERVICES TO BE PROVIDED

Partner Agency staff assigned to VET Centers will perform duties, which include, but are not limited to:

- Follow-up on referrals from VET Center staff.
- Involvement with Team Leaders and other VET Center staff with particular emphasis on assessment and job readiness and development of job-finding techniques; and
- Job development and selective placement activities conducted primarily through telephone contacts with visits to employers.

IV. SPACE PROVIDED AT JUPITER VET CENTER

One office for conducting Partner Agency services will be provided at Jupiter VET Center at no charge to Alliance.

V. RESPONSIBILITIES OF PARTNER AGENCY AND OUTSTATIONING OF PERSONNEL

Since Partner Agency personnel are employees of Agency For Workforce Innovation (AWI), the local Alliance office to which each personnel are assigned shall have overall responsibility for the conduct, performance, and administration of all Partner Agency staff. Conduct will be consistent with DVA/VHA and RCS policies. AWI will provide salaries, fringe benefits, employment service training, data processing equipment and such supplies as may be required by AWI to ensure PARTNER AGENCY services remain consistent with legislative intent and coordinated with local offices services. Travel funds will be provided by AWI and any local travel for outreach/employer visitation of full-time outstationed DVOP’s will be
controlled by Alliance management taking into consideration duties involving local Partner Agency staff such as Group Sessions, Job Clubs, and Job Search workshops. It shall be the responsibility of the Partner Agency personnel to maintain the integrity of the program.

VI. PARTNERSHIP
The parties, through continued cooperation, will demonstrate partnership and participation in the workforce development system in Jupiter, Florida.

VII. CERTIFICATION
By signing this MOU, all parties agree that the provisions contained herein are subject to all Federal, State and local laws and regulations and/or guidelines relating to non-discrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Alliance and Partner Agency customers.

By signatures affixed below, the parties specify their agreement.

VIII. SIGNATURES

[Signature]
Workforce Alliance, Inc.
By Steve Craig, President/CEO

[Signature]
Jupiter Vet Center For
Disabled Veterans Outreach Program
BY Raul Diaz, Ph.D. Clinical Psychologist

2-17-12
Date

02/16/12
Date
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY AND CAREERSOURCE PALM BEACH COUNTY, INC.
FOR THE DELIVERY OF SERVICES TO FARMWORKERS
UNDER TITLE I, SECTION 167 OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following Memorandum of Understanding ("MOU") sets forth the terms of agreement for cooperation and consultation between the Board of County Commissioners of Palm Beach County ("the County") and CareerSource Palm Beach County, Inc. ("CareerSource") with regard to the workforce program services delivered by CareerSource staff in the one-stop system established within Workforce Development Area 21 as part of CareerSource's employment and career development programs.

I. Applicable Workforce Programs
This MOU covers the delivery of the following program services:
- Workforce activities authorized under Title I of the Workforce Innovation and Opportunity Act including counseling, training, and placement.
- Provision of Labor Market Information
- Other workforce program services that may be directly provided by the Program.

II. Governing Law
The Workforce Innovation and Opportunity Act shall be the law that governs the County and CareerSource relative to the delivery of programs services under this MOU. CareerSource and County shall also comply with all applicable federal and state laws and rules that govern Workforce Innovation and Opportunity Act workforce program services.

It is the purpose of this MOU to establish an organizational framework to integrate the delivery of workforce program services into the one-stop delivery system provided by County and CareerSource. This MOU satisfies the requirements contained in the Workforce Innovation and Opportunity Act for a National Farm Worker Jobs Program Memorandum of Understanding for the delivery of services within the local one-stop delivery system. This MOU defines the partnership between the County and CareerSource to provide workforce services in a coordinated, seamless, and customer friendly manner within the locally established one-stop delivery system.

III. Duration of MOU
This MOU shall commence on August 1st, 2019 and shall remain in full force and effect until the July 31, 2021 or until the MOU is cancelled by either party in accordance with the terms set forth herein. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services.

IV. Statement of Work
CareerSource shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under the Workforce Innovation and Opportunity Act, Title I, Section 167 and any other applicable federal and state laws for the workforce program services directly delivered by their programs. It is understood by the parties to this MOU that each should be able to fulfill its responsibilities under the MOU in accordance with the provisions of law and regulation that govern their respective activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

County and CareerSource agree to share resources in supporting those services common to each of the programs administered by each party. CareerSource will support the County in providing the following services.

1. Direct services including, computerized job bank, career center resources, access to fax machines, telephones for filing a Reemployment Assistance claim and photocopy machine.
2. Access to a CareerSource Career Consultant, on an as needed basis, to assist with job searching, career assessment or training.
3. Referral to the County Farmworker Program.

V. Program Records
Both parties agree to share confidential customer and program information within the limits established by federal and state laws and regulations governing confidentiality. Both parties also agree to provide access and share any forms that may be used in the delivery of workforce services in the local one-stop system.
VI. Modification or Cancellation of MOU

The MOU may be modified at any time in writing by mutual consent of the parties. Either party upon written notification of the change to the other party can effect simple and minor changes. Unless requested by the other party, these changes do not require a formal modification of this MOU. The MOU may be cancelled by either party upon twenty-four (24) hours written notice except where the cancellation is for cause due to a material breach of any of the provisions of the MOU in which case it may be cancelled upon delivery of written notice to the other party.

IN WITNESS THEREOF, the parties here to have caused this MOU to be executed by their duly authorized representative respective on the latest day and year noted below.

APPROVED BY: CareerSource
CareerSource Palm Beach County, Inc.

BY: [Signature]
Signature CareerSource President/CEO, Steve Craig

Witness
1-31-19

APPROVED BY: County
Board of County Commissioners of Palm Beach County

BY: [Signature]
Signature Mayor Mack Bernard
For the Board of County Commissioners of Palm Beach County

Attest: Sharon R. Bock
Clerk and Comptroller

Date
JUL 2 2019
MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC. AND
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") and CareerSource Palm Beach County, Inc. ("CareerSource").

II. PURPOSE

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES

A. CareerSource has been designated by the Chief Elected Official as the administrative entity, grant recipient, and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program;
2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. §3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursal to the local area workforce boards.

4. Maintain the statewide “CareerSource” branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).

6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

7. Model CareerSource Florida core values and maintain a professional working environment.

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

9. The contact information for CareerSource is as follows: Steve Craig, President/CEO, 3400 Belvedere Road, West Palm Beach, Florida 33406 Telephone Number: 561-340-1060 Ext. 2221, Fax Number: 561-340-1062, E-Mail: scralp@careersourcepb.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 20 C.F.R. §678.700 through § 678.755 and the funding of shared services and operating costs in accordance with 20 C.F.R. §678.760 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursal to the local area workforce boards.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

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

IV. METHODS OF INTERNAL REFERRAL

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

V. CONFIDENTIALITY OF RECORDS

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

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursal to local area workforce boards, as it deems appropriate.

VII. TERM

The Term of this MOU shall commence on the date last executed by both parties through June 30, 2017, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

VIII. AMENDMENTS AND MODIFICATIONS

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

IX. MERGER

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

X. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XI. GOVERNANCE

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

XII. DISPUTE RESOLUTION

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

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

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

XIII. SIGNATURES

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

Career Source Palm Beach County, Inc.

Signature

Steve Craig

Printed Name

Date

3-31-17

Department of Education/
Vocational Rehabilitation
(Partner):

Signature

Pam Stewart

Printed Name

Date

4/25/17
MEMORANDUM OF UNDERSTANDING
NO.: IA-779
BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-779, Amendment No. 1 entered into by and between CareerSource Palm Beach County, Inc. ("CSPBC") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on April 25, 2017 is hereby amended as follows:

1. Section VII., Term, first paragraph, is hereby amended to now read:

   This MOU is effective when signed by all parties through June 30, 2020 and may be renewed for one-year terms upon written agreement between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Section VI., Infrastructure Costs, is here by amended to now read:

   Costs of the infrastructure of One-Stop Centers will be funded in accordance with the Infrastructure cost agreement incorporated into this MOU as Attachment A.

3. Attachment A., Infrastructure Funding Agreement, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused Amendment to be executed by their proper and duly authorized representatives.

CAREERSOURCE PALM BEACH COUNTY, INC.:  DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION:

BY:  ____________________________  BY:  ____________________________

  Steve Craig, President/CEO  Allison Flanagan, Director

DATE:  8/23/18  DATE:  8/31/18

Page 1 of 1

IA-779 Amendment 1
Attachment A

Attachment A

INFRASTRUCTURE FUNDING AGREEMENT FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE

FLORIDA DEPARTMENT OF EDUCATION DIVISION OF VOCATIONAL REHABILITATION
AND
CAREERSOURCE PALM BEACH COUNTY, INC.

I. INFRASTRUCTURE COST BUDGET
Refer to "Exhibit 1 Infrastructure and Shared Services Budget" attached hereto, made a part hereof and incorporated herein as though written verbatim to the terms of this IFA.

II. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource Palm Beach County’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations are required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance of non-physically represented Partners, and

b) To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

III. PARTNER CONTRIBUTION AMOUNTS
Refer to “Exhibit 1 Infrastructure and Shared Services Budget” attached hereto, made a part hereof and incorporated herein as though written verbatim to the terms of this IFA.

The Partner shall cover all infrastructure costs contemplated by this IFA and Exhibit 1 through the provision of in kind services to CareerSource.

IV. COST RECONCILIATION AND ALLOCATION BASE UPDATE
All Parties agree that a reconciliation of budgeted and actual costs and update of the allocation bases will be completed as of June 30 each year, in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
   o Annual cost information and documentation of the actual costs,
   o Updated staffing information (per the 1st day of the 1st month of each quarter), and
   o Actual customer participation numbers (per the last day of the last month of each quarter).

2. Upon receipt of the above information, CareerSource will:
   o Compare budgeted costs to actual costs,
   o Update the allocation bases, and
   o Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.

3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the year.

4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than August 15, for the year ended June 30. The Partners understand that the timeliness of CareerSource’s preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will
Attachment A

only send a copy of the updated budget.

5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.

6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

V. STEPS UTILIZED TO REACH CONSENSUS
The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the Cost Reconciliation and Allocation Base Update section above.

VI. IMPASSE RESOLUTION
If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

VII. MODIFICATION PROCESS
This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

VIII. EFFECTIVE PERIOD
This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below through June 30, 2020, and may be renewed for one-year terms upon written agreement between the parties. The parties agree to review this IFA no less than once every three year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. PAYMENT METHODOLOGY
Career Source shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days. Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier.

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS
Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No IFA shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.
XII. INDEPENDENT CONTRACTOR
In the execution of this IFA and rendering of services prescribed by this IFA, Partner shall maintain at all times its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this IFA. CareerSource shall neither have nor exercise any control or direction over the methods by which the Partner shall perform its work and functions other than as provided herein. Nothing in this IFA is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this IFA, act of Partner in the performance of this IFA, or act of CareerSource in the performance of this IFA, shall be construed as making Partner the agent, servant or employee of the CareerSource.

XIII. NON-ASSIGNABILITY CLAUSE
This IFA or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XIV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)
Partner agrees that it will comply fully with the following:

1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking.


5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.


10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this IFA.

XV. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING
CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY:
CareerSource Palm Beach County

By: [Signature]
Name: Steve Craig
Title: President/CEO
Date: 8/23/18

APPROVED BY PARTNER:
Florida Department of Education,
Division of Vocational Rehabilitation

By: [Signature]
Name: Allison Flanagan
Title: Director
Date: 8/31/19
<table>
<thead>
<tr>
<th></th>
<th>One Stop Delivery System</th>
<th>Voc Rehab</th>
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</thead>
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<td><strong>Labor Hours/FTE</strong></td>
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<td><strong>Record Storage &amp; Maintenance</strong></td>
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<td><strong>IT Supplies</strong></td>
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<td><strong>Total Infrastructure Costs</strong></td>
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<td><strong>Additional One Stop Costs</strong></td>
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<td>Career Services Staff</td>
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<td>DEO Career Services Staff</td>
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<td>Furniture/Equipment</td>
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<td>$0</td>
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<tr>
<td>Indirect Cost (.1429)</td>
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<td><strong>Total Additional One Stop Expense</strong></td>
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<td><strong>Total/Total Infrastructure and Additional One Stop Costs</strong></td>
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<tr>
<td>In Kind Costs</td>
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<td>(3,770)</td>
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<tr>
<td>Estimated Amount Due to CareerSource Palm Beach County</td>
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<td>$0</td>
</tr>
</tbody>
</table>
March 21, 2016

Mr. Patrick Franklin, President and CEO
Urban League of Palm Beach County
1700 North Australian Avenue
West Palm Beach, FL 33407

Dear Mr. Franklin:

CareerSource Palm Beach County is pleased to offer this letter in support of the Senior Community Service Employment Program (SCSEP), a project spearheaded by the Urban League of Palm Beach County that will serve seniors, 55+ become retrained and reemployed. As the non-profit entity responsible for managing the local workforce investment system, we are keenly aware of the barriers to employment for the 55+ year old population. We are pleased to continue our history of partnership with the Urban League of Palm Beach to address this issue by supporting our 55+ year old population to overcome hurdles to become re-employed.

To that end, we agree to the following:
1. Provide referrals of eligible participants who could benefit from the SCSEP.
2. Provide SCSEP participants with the full range of services offered at the organization’s one-stop Career Centers (including career readiness workshops, labor market information, potential educational assistance, and job placement assistance). Specific services and supports depend upon participant eligibility and funding availability.
3. Collaborate with the Urban League of Palm Beach County to identify alternative funding sources to sustain and grow SCSEP.

We look forward to working with the Urban League of Palm Beach County to carry out the SCSEP.

Sincerely,

Steve Craig, President/CEO
Career Source Palm Beach County
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
URBAN LEAGUE OF PALM BEACH COUNTY, INC.
AND
CAREERSOURCE PALM BEACH COUNTY, INC.

This Memorandum of Understanding (MOU) establishes a partnership between the Urban League of Palm Beach County, Inc. located at 1700 N. Australian Avenue, West Palm Beach, FL 33407 and CareerSource Palm Beach County, Inc. located at 3400 Belvedere Road, West Palm Beach, FL 33406.

I. PURPOSE AND SCOPE

The Urban League of Palm Beach County and CareerSource Palm Beach are partnering for the purpose of providing services and establishing a relationship conducive for the referral of qualified seniors to the Urban League of Palm Beach County’s Senior Community Service Employment Program (SCSEP) in Palm Beach County, Florida. The implementation and execution of the Senior Community Service Employment program will help clients obtain permissible job training, community-service work based training and unsubsidized employment.

II. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

The Urban League of Palm Beach County agrees to:

1. Serve as the lead agency on this program and coordinate all activities, staffing and resources to achieve the goals set forth by the National Urban League in the grant guidelines.
2. Provide an in-depth work skills training and placement in unsubsidized employments or community-service work based training.
3. Provide staff to create individual employment plans for each client participating in the program.
4. Provide staff to work one-on-one with clients to address personal goals and barriers for success. Staff will utilize partner agencies for referral of clients to address these barriers.
5. Guide staff and partner agencies with information on the grant requirements, client guidelines and other programmatic details.
6. Coordinate community host agencies.
7. Provide recruitment collateral to all partner agencies.
8. Provide job placement opportunities to qualified candidates.
9. Stay in contact with partner agencies to determine services that clients can benefit from as well as possible host agency positions.

CareerSource Palm Beach County agrees to:

1. Participate in identification and recruitment of clients who are eligible and would benefit from participation.
2. Provide SCSEP participants with the full range of services offered at the organization’s one-stop Career Centers including career readiness workshops, labor market information and job search assistance. Specific services and supports depend upon participant eligibility and funding availability.
3. Collaborate with Urban League of Palm Beach County to identify alternative funding sources to sustain and grow SCSEP.
III. TERMS OF UNDERSTANDING

It is understood that Urban League of Palm Beach County, Inc. and CareerSource Palm Beach County, Inc. will cooperate to provide these services with no fees charged to any participants by either party. Enrollment in the programs offered by either party is subject to admission requirements and space availability. Both parties agree to serve participants without regard to race, color, religion, gender, sexual orientation, national origin, or disability and to make auxiliary aids and services available upon request to individuals with disabilities.

The terms of this Memorandum of Understanding shall be from September 1, 2016 through June 30, 2021, with options to renew in perpetuity for additional periods of one-year upon written agreement of both parties. This Memorandum of Understanding may be terminated by either party upon twenty four (24) hours written notice. No inference shall be made which would allow either party to bind the other. No other agreements between the parties shall be valid unless specified in writing.

This Memorandum of Understanding is contingent upon funding awarded by the National Urban League, Workforce Development Division. If the funding is not awarded, this Memorandum of Understanding will be void.

Authorization
The signing of this MOU implies that the signatories will strive to meet their responsibilities as stated in the MOU.

[Signature]
Patrick Franklin, President/CEO
Urban League of Palm Beach County, Inc.

[Signature]
Steve Craig, President/CEO
CareerSource Palm Beach County, Inc.

3/18/16
Date

3/21/16
Date
PY 2018-19 Annual Performance Report
CareerSource Palm Beach County

Steve Craig, President and CEO, LWDB 21
3400 Belvedere Road, West Palm Beach, FL 33406
561-340-1061 x2221
scraig@careersourcepbc.com
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Introduction/Overview

Any Local Workforce Development Board (LWDB) approved to be a direct provider of workforce services must submit a performance report at the end of each program year about the service(s) provided. This document serves as the performance report for CareerSource Palm Beach County (CareerSource) for program year 2018/19.

CareerSource Palm Beach County continues to be recognized as a leader in performance, innovation and best practices by the Department of Economic Opportunity, the U.S. Department of Labor and CareerSource Florida. Examples of how systems and business practices implemented at CareerSource Palm Beach County have set the pace across Florida for serving career seekers and employers are provided in this report, many of which are above and beyond required services.

1. An analysis of the actual cost savings realized as a result of the LWDB providing the workforce service.

Effective November 1, 2007, CareerSource established a multi-jurisdictional Consortium called the Palm Beach Workforce Development Consortium (the “Consortium”). The Consortium consists of five members: The Mayor of the Palm Beach County Board of County Commissioners, the Mayors of the municipalities of Delray Beach, Palm Beach Gardens, South Bay and West Palm Beach. This Consortium allows for the establishment of an Independent Special District and is the employer of record for all workforce services and assigns its staff to CareerSource locations. The Consortium contracts the duties and responsibilities to run career centers and deliver the core and intensive services to CareerSource who also acts as the fiscal agent and recipient of all workforce funding in the Local Workforce Development Area 21 (LWDA 21). Additionally, CareerSource is the administrative entity for the Consortium and assumes the oversight and administrative systems for all workforce program operations. The CareerSource Board of Directors, based on staff recommendations, identifies local area needs and informs the Consortium of such. The Consortium, together with CareerSource, approves the WIOA Local Plan for LWDA 21 and any modifications thereto.

As a Local Workforce Development Board and direct provider of workforce services, CareerSource is responsible for constantly improving the organizational structure to efficiently and effectively manage the day-to-day operations to ensure CareerSource’s WIOA Local Plan is carried out and provides excellent customer service, achieving state required performance measures, completing all reports and meeting all deadlines.

The workforce services CareerSource Palm Beach County directly provided in PY2018-2019 are:

- Wagner-Peyser (WP)
- Workforce Innovation and Opportunity Act (WIOA)
- Temporary Assistance for Needy Families (TANF)
- UC/Unemployment Compensation, Reemployment Assistance (RA/RESEA)
- Trade Readjustment Allowances (TRA), Trade Adjustment Assistance (TAA) Program
- Supplemental Nutrition Assistance Program (SNAP)
CareerSource’s original application to be a direct provider of workforce services under the Bennett Bill anticipated a realized reduction in costs and a savings of approximately $960,000. We continue to revise the organizational structure of CareerSource to provide services in an effective and efficient manner. By providing direct services several positions were eliminated that were duplicated by the contracted service provider. The actual indirect cost rate for the year just ended was 14.2%. If we were to return to utilizing a contracted direct service provider, the financial impact would be detrimentally significant. An analysis of the estimated costs that would have been incurred for the year ended June 30, 2019 has been performed. This cost analysis considered the additional staff, reimbursement of indirect expenses (14.2%) incurred by the contractor and the payment of profit (8%). The savings realized as a result of LWDA 21 directly providing services was $1,475,429.


CareerSource Palm Beach County has demonstrated by our performance that we are running the centers as the direct service provider very efficiently and effectively. During the past program year (PY18/19) CareerSource Palm Beach County continued a trend of improved metrics over the previous program year (PY17/18); this was over a broad range of performance indicators:

<table>
<thead>
<tr>
<th>Overall Performance</th>
<th>PY 17-18</th>
<th>PY 18-19</th>
<th>Delta</th>
<th>Inc./Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITA Vouchers Provided</td>
<td>228</td>
<td>289</td>
<td>61</td>
<td>27%</td>
</tr>
<tr>
<td>WP Median Wage</td>
<td>$10.00</td>
<td>$12.00</td>
<td>$2.00</td>
<td>20%</td>
</tr>
<tr>
<td>Traffic Visits (non-distinct)</td>
<td>64,460</td>
<td>65,865</td>
<td>1,405</td>
<td>2%</td>
</tr>
<tr>
<td>RESEA Attendance Results</td>
<td>56.17%</td>
<td>59.35%</td>
<td>3.18%</td>
<td>3%</td>
</tr>
<tr>
<td>Job Orders</td>
<td>10,554</td>
<td>12,490</td>
<td>1,936</td>
<td>18%</td>
</tr>
<tr>
<td>WTP Two Parent Participation</td>
<td>70.20%</td>
<td>75.90%</td>
<td>5.70%</td>
<td>6%</td>
</tr>
<tr>
<td>Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth Enrolled</td>
<td>144</td>
<td>224</td>
<td>80</td>
<td>56%</td>
</tr>
</tbody>
</table>

CareerSource Palm Beach County’s vision is to be recognized by business as the primary source of talent in Palm Beach County. To accomplish this, we operate as a competitive business, rather than a nonprofit or governmental organization. This corporate, entrepreneurial approach is unprecedented (most workforce investment boards look, feel, and act like government agencies) and is the driving force behind the organization-wide culture of innovation and high-performance. Accordingly, CareerSource Palm Beach County is:

1. **Leveraging technology** to improve efficiency and effectiveness while reducing costs.
2. **Convening business and educational partnerships** to better understand industry needs, work with educational institutions to develop the skills and talent required, and to facilitate the transition from college/school to job.
3. **Cultivating business-to-business focus** processes and tools to continue increasing our business penetration and retention rate.
4. **Serving a broader range of career seekers** from entry level to C-suite as the economy improves and businesses run out of easily obtainable talent.
3. A description of any “best practices” that could be shared with other LWDBs.

3.1 Leveraging Technology

*Virtual Career System – “Best Practice”*

**Statewide Rollout of the Virtual Career System**

The Virtual Career System is a user friendly web portal available 24/7 to guide job seekers through their job search campaign, connect employers with talent and business solutions, and introduce young adults to career opportunities. The system is available to Palm Beach County residents, local secondary and post-secondary educational institutions, and to CareerSource regions statewide.

**Online Training – “Best Practice”**

LWDB21 provides Metrix Learning, an online learning management system, offers skills assessments and training for job seekers with over 5,000 courses and 100+ industry-recognized certifications all accessible 24/7 from any computer with internet access. Participants can track their progress, and administrators can view daily activity, monthly statistics, and participant progress.

3.2 Convening Business and Educational Partnerships

Partnerships and collaboration play a key role in our organization’s success. The federal Workforce Innovation and Opportunity Act mandates that workforce boards across the nation act as conveners
and facilitators between business, education and economic development to better understand industry employment needs, work with educational institutions to develop skills and talent requirements, and to facilitate the transition from college/school to jobs. CareerSource Palm Beach County has acted well ahead of this mandate in working with a wide array of partners in the public and private sectors.

CareerSource PBC began well ahead of many other local boards to implement Memorandums of Understanding (MOU) with many of our existing community partners as well as other community partners not required by WIOA:

- Aid to Victims of Domestic Abuse, Inc.
- Senior Services (AARP)
- Palm Beach County Family Drug Court program
- FoundCare, Inc.
- Jupiter Vet Center
- VITA NOVA
- School District of Palm Beach County
- Forward March Program
- Division of Blind Services
- Vocational Rehabilitation (first in state to initiate on-site Vocational training)
- American Red Cross
- Palm Beach State College
- Farmworker Coordinating Council
- Gulfstream Goodwill
- Wounded Warriors
- Palm Beach County Sheriff’s Office
- Urban League
- Department of Veteran Affairs
- Community Action Agency
- Palm Beach County Housing Authority

*Educational Partnerships Initiatives*

During program year 2018/2019 we added a Director of Strategic Initiatives and Educational Partnerships, the following are new programs launched with a half dozen educational institutions. The following is an overview of the new initiatives:

**Palm Beach State College:** LWDB21 provided a career recruiter at the Lake Worth Campus during the last school year. The roster is being expanded to provide career recruiters at campuses in Palm Beach Gardens, Loxahatchee Grove, Belle Glade and Boca Raton. Job fairs have, and will continue to take place on campus and plans are underway towards the goal of establishing a satellite career center on campus in 2020.

**Palm Beach Atlantic University:** Provide a career recruiter on campus.

**SouthTech:** Provide industry-specific (healthcare, hospitality, construction) career recruiters on campus.

**Keiser University:** Provide job readiness and employment services on campus (LWDB21 Director of Business Services Judy Dunn serves on the college’s Advisory Council).

**Florida Atlantic University:** Our Disability Services unit works with FAU’s Center for Autism and Related Disorders (CARD). Plans are to add job readiness and employment services on campus.
Lynn University: Our Disability Services unit works with the college’s Disability Adult Center. Plans are in the works to add job readiness and employment services on campus.

Partnerships and collaboration play a key role in helping to fill the local jobs pipeline with skilled talent. WIOA mandates that workforce boards act as conveners and facilitators between business, education and economic development to better understand industry employment needs, work with educational institutions to develop skills and talent requirements, and to facilitate the transition from college/school to jobs.

CareerSource PBC has implemented with the Children’s Services Council and Early Learning Coalition a two-generation package of workforce and child care benefits for low-income families. Programs encourage education, skill development and career pathways to help move families toward long-term economic stability combined with high quality child care to increase the likelihood of positive outcomes for children, including better academic achievement and, ultimately, financial well-being as adults.

**Business and Economic Development**

During the past 5 program years, we engaged with 12,000 employers to help them connect with local talent and we awarded $13 million in grants to businesses and employees for training and educational assistance.

**Professional Placement Network:** This last year, we initiated a Professional Placement Network (PPN) designed to assist individuals who are transitioning careers or looking for new career growth with specialized services for managerial to executive-level professionals. The PPN links career-seeking professionals with opportunities for networking and teaches skills that include effective social media techniques, job search and interview skills and more. Salaries from students placed in jobs after taking these classes add up to $1.2 million.

**Economic Development:** CareerSource PBC works with its economic development partners and industry organizations to keep current with the workforce needs of Palm Beach County. Examples include conducting “corporation visits” with the Business Development Board as they recruit new businesses to the county. One of the top issues during these visits is having a well-prepared workforce. Our labor market information and occupational data leverages CareerSource as the expert in providing critical workforce intelligence. We encourage partners to make special data requests of us to position ourselves as the one to turn to in Palm Beach County for current business and labor market conditions and forecasts. We also work with the Palm Beach County Business Development Board (BDB) in connecting talented students from six local colleges and universities with local internship opportunities to keep talent in the county.

**Municipalities and Industry Associations:** We are an active member of the Palm Beach County League of Cities to assist local municipalities in leveraging CareerSource PBC for recruiting, hiring and training needs. We also are involved with many chamber of commerce organizations, serving on committees, advisory boards and councils. By participating with these organizations we have direct contact with multiple businesses in each community, assisting with workforce development. Our involvement with local industry associations including the South Florida Manufacturers Association, Marine Industry Association of Palm Beach County, Hotel and Lodging Association, Gold Coast Builders Association, Treasure Coast Regional Planning Council and others furthers our outreach.
We also engage BioFlorida, the Internet Coast and the South Florida Technology Alliance to help tackle the workforce challenges and opportunities within these clusters.

**Serving the Glades Communities:** Because of the critical service needs in this area with one of the nation’s highest poverty rates, CareerSource Palm Beach County operates the West Career Center in Belle Glade and plays a leading role in collaborative efforts to increase employment and economic development there. While the population in the Glades communities is less than 3 percent of the county at large, about 20 percent of CareerSource Palm Beach County’s total budget, including 12 percent of training funds, goes to serving the Glades communities. During the past 5 program years, CareerSource has helped place more than 8,200 Glades area residents into jobs and provided $1.6 million in training funds to local employers and residents. Our leadership serves on the Lake Okeechobee Regional Economic Alliance in promoting economic development in the Glades communities as well as the Glades Career Readiness Roundtable to prepare local youth and young adults for skilled jobs. As a result of these efforts, area unemployment has been reduced by 40% during the past 5 program years. The success of these efforts has been highlighted in testimony to the Congressional Rural Caucus by the National Association of Workforce Boards and in receiving the U.S. Dept. of Agriculture’s Community Development/Rural Community of the Year award in 2015.

**Closing the Skills Gap – “Best Practice”**

We provide training and educational assistance grants to upgrade the skills of job seekers with certificates/degrees, apprenticeships/internships and training grants to help meet employer demand for skilled talent. We work with the Business Development Board, the School District, colleges and universities along with businesses to develop a Targeted Occupations List (TOL) of in-demand jobs in Palm Beach County. This list of 134 occupations shows the annual percentage of job growth, wages, and career paths. Our training providers use the TOL to develop curriculum and courses to help build the local talent pipeline to fill these in-demand jobs. We currently support 41 training providers offering 754 courses.

**Sector Strategies Initiative – “Best Practice”**

In collaboration with the Business Development Board of Palm Beach County, CareerSource PBC conducted a comprehensive study to identify the critical skills gaps in several targeted industries across the county and region. Input from industry leaders will assist in working through educational institutions to create and maintain relevant curriculum for students to gain valuable knowledge on pathways to careers within these industries.

Key findings from this research included the following:

- An overall shortage of middle-skill talent exists in the Aviation/Aerospace/Engineering, Information Technology/Telecommunications, and Healthcare sectors.
- Educational programs do not always align with occupational demand related to the Palm Beach County targeted sectors.
- Employers are generally satisfied with the quality of the Palm Beach County workforce, but have identified a need for improvement in soft skills.
- The workforce is rapidly aging out in the Advanced Manufacturing, Aviation Aerospace and Engineering, Agribusiness, and the Distribution/Logistics sectors.
• The cost of living, particularly housing cost, in Palm Beach County is negatively impacting workforce recruitment and retention.
• While the School District of Palm Beach County offers an extensive selection of career tech programs, recruitment of students to middle-skill career opportunities are still challenging.

As part of a $1.75 million state allocation, CareerSource Palm Beach County launched pre-apprenticeship programs in the marine and aviation - aerospace industry sectors. CareerSource also is prioritizing new and expanded apprenticeships in high-demand fields of healthcare, construction and hospitality. We encourage and assist businesses in establishing apprenticeships, and educate individuals about pursuing careers through apprenticeships.

**Healthcare Recruiting Program – “Best Practice”**

As one of the most in-demand occupational sectors, CareerSource PBC maintains a recruiting team of Registered Nurses coordinating partnerships and sector strategies between employers, Palm Beach County School District, post-secondary educational institutions and professional organizations, including active membership on 9 healthcare education advisory boards of local colleges/universities. We sponsored the first Certified Care Coordination training in the state through the Palm Beach County Medical Society, created a program for Respite care and Geriatric Healthcare employment with several community partners. This includes the Glades communities where we initiated with Palm Beach State College a 6-week accelerated Certified Nursing Assistant training program for Glades area residents only.

**Partnership with the School District of Palm Beach County – “Best Practice”**

The School District of Palm Beach County, Adult and Community Education, provides on-site instructors to help adults get the basic skills they need to be productive workers, family members, and citizens. The major program areas are Adult Basic Education Adult High School and GED preparation.

CareerSource PBC is an active participant in this strategic initiative to achieve the vision that every Palm Beach County high school graduate completes a post-secondary credential within six years of high school graduation that prepares them for a meaningful career with a sustainable wage.

**Partnership with Palm Beach State College – “Best Practice”**

We implemented several accelerated training programs for in-demand jobs, such as construction, IT and healthcare, with combined internship and On-The-Job training components for eligible students. More than 100 programs of study are offered, including nearly 50 career and technical education programs. We also provide a career recruiter and host job fairs on campus.

**Adult Education and Literacy – “Best Practice”**

The School District of Palm Beach County, Adult and Community Education, provides on-site instructors to help adults get the basic skills they need to be productive workers, family members, and citizens. The major program areas are Adult Basic Education, Adult High School and GED preparation, and English for Speakers of Other Languages (ESOL). Those in adult education programs can earn a high school diploma or its equivalent by passing the standard GED tests.
These instructors, located in our Central and West Career Centers, utilize state-of-the-art computer laboratories with enhanced audio visual equipment. This service is provided by the school district at no cost to CareerSource Palm Beach County, as an off-set to infrastructure costs.

3.3 Cultivating Business-to-Business Focus

*Increasing Employment in Key Industry Sectors – “Best Practice”*

CareerSource Palm Beach County acts as a positive labor exchange resource for the community, reaching into urban, rural and metropolitan neighborhoods to identify qualified talent for local businesses. We have been successful in coordinating and conducting career expos and events across Palm Beach County that help people find jobs.

In PY2018/2019 Career Expo Hiring Events: We coordinated and participated in 55 hiring events. The job fairs typically focus on industry sectors in qualified targeted sectors or local municipalities. This approach helped us attract 1,086 local companies within specific industries which in turn draw job candidates interested in employment in these fields. Over 6,600 job candidates attended these expos seeking employment in over 1,700 open and available jobs.

Our business development team touches a variety of organizations in Palm Beach County. We regularly work with the Business Development Board of Palm Beach County to attract, retain and help local businesses expand. We are at the table with all recruitment or expansion projects, assisting with job candidate sourcing, training opportunities or placement support.

CareerSource Palm Beach County targets the following specific clusters requiring specific attention to skill needs:

- Aviation/Aerospace/Engineering
- Business/Professional Services
- Healthcare/Life Sciences
- Construction
- Information Technology/Telecommunications
- Logistics/Distribution/Transportation
- Hospitality/Tourism
- Advanced Manufacturing
- Marine

To increase employment in key industry sectors CareerSource Palm Beach County administers adult and dislocated worker employment and training programs such as: On-the-Job Training, Employed Worker Training, customized training, internships, and apprenticeship programs to meet the needs of employers and provide career pathways to job seekers. The ultimate goal of training is employment and, to that end, CareerSource Palm Beach County utilizes internships or paid work experience in conjunction with Individual Training Accounts (ITA) or On-the-Job Training (OJT) grants.

*Economic Development – “Best Practice”*

CareerSource PBC works with its economic development partners and industry organizations to keep current with the workforce needs of Palm Beach County. Examples include conducting “corporation visits” with the Business Development Board as they recruit new businesses to the county. One of the top issues during these visits is having a well-prepared workforce. Our labor market information and occupational data leverages CareerSource as the expert in providing critical
workforce intelligence. We encourage partners to make special data requests of us to position ourselves as the one to turn to in Palm Beach County for current business and labor market conditions and forecasts. We also work with the BDB in connecting talented students from six local colleges and universities with local internship opportunities to keep talent in the county.

**Municipalities and Industry Associations – “Best Practice”**

We are an active member of the Palm Beach County League of Cities to assist local municipalities in leveraging CareerSource PBC for recruiting, hiring and training needs. We also are involved with many chamber of commerce organizations, serving on committees, advisory boards and councils. By participating with these organizations we have direct contact with multiple businesses in each community, assisting with workforce development. Our involvement with local industry associations including the South Florida Manufacturers Association, Marine Industry Association of Palm Beach County, Hotel and Lodging Association, Gold Coast Builders Association, Treasure Coast Regional Planning Council and others furthers our outreach. We also engage BioFlorida, the Internet Coast and the South Florida Technology Alliance to help tackle the workforce challenges and opportunities within these clusters.

3.4 Serving a Broader Range of Career Seekers

**Pre-Release Employment Preparation and Re-entry Engagement (PREPARE) – “Best Practice”**

The PREPARE program provides inmates in Palm Beach County jails with employment services during and after incarceration (program has better than 50% employment rate for enrollees). CareerSource participates in Palm Beach County’s Reentry Task Force (a sub-committee of the Palm Beach County Criminal Justice Commission) and chairs the Employment and Training Subcommittee. The task force has gained national recognition and a Second Chance Act grant for the groundbreaking RESTORE (Regional and State Transitional Offender Re-entry) which brings service providers together to serve state prison inmates before they return to Palm Beach County. Through reduced recidivism the PREPARE Program has saved $10,286,474 above the cost of the program.

**Youth and Young Adult Program – “Best Practice”**

Focuses on out-of-school youth ages 17 to 24. We offer an intensive 6-week Career Prep course that enables youth to explore careers, develop leadership skills, receive financial literacy training, Dale Carnegie training, participate in college tours and community service. This program is conducted year-round and 91.5% of those enrolled completed the program. We also offered training in Microsoft certification with 92% of the students receiving at least one credential.

**Summer Youth Program – “Best Practice”**

PY 2018-2019 was the fifth year we offered our Summer Youth Hospitality program. Students received hospitality certification training and completed valuable job shadowing at local hotels. There are three hospitality certifications offered by the American Hotel and Lodging Educational Institute (AHLEI): Guest Service Gold, Restaurant Server and Guestroom Attendant. Participants are cross-
trained in all three areas so they can become more versatile in their skills and more qualified for employment. Besides giving them a competitive edge to stand out from other applicants, it helps meet the need for qualified hospitality industry employees. 100% of our summer class participants attained at least one certification from the American Hotel and Lodging Educational Institute and 90.1% of the program participants attained two or more credentials.

Veterans Services – “Best Practice”

CareerSource PBC is recognized as a leader in serving veterans/ spouses (includes employment preparedness, intensive services, outreach and reentry services). We also provide outreach at local veterans’ centers, for homeless veterans at homeless shelters, and female veterans with barrier to employment in conjunction with the Veterans Administration Medical Center. Overall, the department has provided 19,000 services to veterans of which 12,000 services were provided to veterans with significant barriers to employment.

Improving Outcomes – “Best Practice”

CareerSource PBC has implemented with the Children’s Services Council and Early Learning Coalition a two-generation package of workforce and child care benefits for low-income families. Programs encourage education, skill development and career pathways to help move families toward long-term economic stability combined with high quality child care to increase the likelihood of positive outcomes for children, including better academic achievement and, ultimately, financial well-being as adults.

My Brother’s Keeper – “Best Practice”

CareerSource PBC serves on the task force for My Brother’s Keeper, an organization formed to combat challenges faced by black and Hispanic males in Palm Beach County. The task force collects data, reviews policies and uses mentoring to address challenges black and Hispanic males face in education, criminal justice and employment.

Increasing Employment for Individuals with Disabilities – “Best Practice”

We operate the third most successful program in Florida for placing career seekers with disabilities in jobs, according to the U.S. Department of Labor. We partner with Florida Atlantic University’s CARD (Center for Autism and Related Disorders) program, The Palm Beach School of Autism, Vocational Rehabilitation, and the Florida Division of Blind Services in conducting various collaborative award-winning programs.
MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY
AND
FLORIDA DEPARTMENT OF EDUCATION DIVISION OF BLIND SERVICES

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the Florida Department of Education, Division of Blind Services ("Partner") and Careersource Palm Beach County ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. The CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational
Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursal to the local area workforce boards.

4. Maintain the statewide "CareerSource" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).

6. Provide an area for the Partner’s meetings and/or co-location as space and funding permits.

7. Model CareerSource Florida core values and maintain a professional working environment.

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

9. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   1951 North Military Trail, Ste D, West Palm Beach, FL 33409
   Telephone Number: 561-340-1060
   Fax Number: 561-340-1057
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

   2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 20 C.F.R. § 678.700 through § 678.755 and the funding of shared services and operating costs in accordance with 20 C.F.R. § 678.760 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursal to the local area workforce boards.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

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

6. Participate in career center periodic meetings to provide updates on the partners’ programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Robert L. Doyle, III, Director
   Florida Department of Education Division of Blind Services
   325 West Gaines Street, Suite 1114, Tallahassee, Florida 32399
   Telephone Number: 850-245-0331
   Fax Number: 850-245-0363
   E-mail: Robert.Doyle@dbs.fldoe.org

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursal to local area workforce boards, as it deems appropriate.

VII. TERM
The Term of this MOU shall commence on July 1, 2016, or the date last executed by both parties, whichever is later, through June 30, 2017, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree
to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

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

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

X. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

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

XII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

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

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

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

APPROVED BY:
Careersource Palm Beach County

By: ______________
Name: Steve Craig
Title: President/CEO
Date: 12-16-16

APPROVED BY PARTNER:
Florida Department of Education

By: ______________
Name: Pam Stewart
Title: Commissioner of Education
Date: 2/11/17

APPROVED BY PARTNER:
Division of Blind Services

By: ______________
Name: Robert L. Doyle, III
Title: Director
Date: 12/28/16
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, ("Partner") and CareerSource Palm Beach County, Inc., ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult, Dislocated Worker and Youth programs; Wagner-Peyser, Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   3400 Belvedere Road, West Palm Beach, Florida 33406
   Telephone Number: 561-340-1060 Ext. 2221
   E-Mail: scraig@careersourcepbc.com
   Fax Number: 561-340-1062

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Natalie Diaz Rodriguez, Community Action Program Coordinator
   Palm Beach County Community Services Department
   810 Datura Street
   West Palm Beach, FL 33401
   Telephone Number: 561-355-4208
   E-Mail: NDiazrod@pbcgov.org
   Fax Number: 561-242-7287

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party. The parties will comply with Florida's Public Records Law, Chapter 119, Florida Statutes.

VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA, federal cost principles, and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs
are charged to Partner in proportion to relative benefits received. If Partner’s appeal to the State regarding infrastructure costs, results in a change to the Partner’s infrastructure cost contributions, this MOU shall be updated to reflect the final Partner’s infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource’s comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource’s career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

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

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

XVI. INDEMNIFICATION/HOLD HARMLESS Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend, and hold harmless CareerSource, any of its directors, employees, or agents, officers or assignees, against any actions, claims or damages arising out of County’s negligence in connection with this Agreement. CareerSource shall indemnify, defend and hold harmless County, any of its agents, employees and elected officials, harmless from and against all actions, claims, or, damages arising out of CareerSource’s negligence in the performance of this Agreement. The foregoing indemnifications shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party’s negligent, willful or intentional acts or omissions.

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)
Partner agrees that it will comply fully with the following:
1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 186 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.
8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)
10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.

XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

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

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

The Remainder of This Page is Intentionally Left Blank
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:
Sharon R. Bock
Clerk and Comptroller
By: [Signature]
Deputy Clerk

By: [Signature]
Steve Craig
CareerSource Palm Beach County, Inc.

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
By: [Signature]
James Green, Director
Community Services Department

R 2018.0219
MAR 13 2018
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
By: [Signature]
Melissa McKinlay, Mayor
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year’s expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
### Labor Hours/FTE

<table>
<thead>
<tr>
<th>Expense</th>
<th>One Stop Delivery System</th>
<th>Community Action Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>119.60</td>
<td>0.20</td>
</tr>
<tr>
<td></td>
<td>97.58%</td>
<td>0.16%</td>
</tr>
<tr>
<td>Leases</td>
<td>$521,854</td>
<td>$856</td>
</tr>
<tr>
<td>Liability/Property/Other Insurance</td>
<td>$83,056</td>
<td>$136</td>
</tr>
<tr>
<td>Copiers</td>
<td>$40,216</td>
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<tr>
<td>Telephone/Internet</td>
<td>$72,072</td>
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<tr>
<td>IT Licenses/Fees</td>
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<tr>
<td>Utilities</td>
<td>$41,861</td>
<td>$69</td>
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<tr>
<td>Facilities Maintenance</td>
<td>$36,376</td>
<td>$60</td>
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<tr>
<td>Record Storage &amp; Maintenance</td>
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<tr>
<td>IT Supplies</td>
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<tr>
<td>Office Supplies</td>
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<tr>
<td>Other</td>
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<td>$0</td>
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<tr>
<td><strong>Total Infrastructure Costs</strong></td>
<td>$1,070,224</td>
<td>$1,755</td>
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</table>

### Additional One Stop Costs

<table>
<thead>
<tr>
<th>Expense</th>
<th>One Stop Delivery System</th>
<th>Community Action Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career Services Staff</td>
<td>$491,560</td>
<td>$806</td>
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<tr>
<td>IT Staff-Shared Cost</td>
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<td>Front Desk/Center Mgr</td>
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<td>DEO Career Services Staff</td>
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<td>Temp Services (1 FTE)</td>
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<tr>
<td>Furniture/Equipment</td>
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<td>$0</td>
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<tr>
<td>Indirect Cost (.1429)</td>
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<td>$489</td>
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<tr>
<td><strong>Total Additional One Stop Expense</strong></td>
<td>$1,834,248</td>
<td>$3,008</td>
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<tr>
<td><strong>Total/Total Infrastructure and Additional One Stop Costs</strong></td>
<td>$2,904,472</td>
<td>$4,763</td>
</tr>
<tr>
<td><strong>In Kind Costs</strong></td>
<td></td>
<td>($23,000)</td>
</tr>
</tbody>
</table>

**Estimated Amount Due to CareerSource Palm Beach County** $0
MEMORANDUM OF UNDERSTANDING NO. 2011-266
BY AND BETWEEN
WORKFORCE ALLIANCE, INC. (Alliance)
315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401
AND
JUPITER VET CENTER FOR DISABLED VETERANS OUTREACH PROGRAM (Partner Agency)
6650 West Indiantown Road, Jupiter, Florida 33458-4628

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into between, Workforce Alliance Inc. and Jupiter Vet Center For Disabled Veterans Outreach Program.

The purpose of this MOU is to establish an agreement between the entities Alliance concerning their respective roles and responsibilities for the implementation of provisions of Section 4103(A), (a) (1) and (3) of Title 38 U.S. Code.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Jupiter, Florida. In addition this MOU will establish joint processes and procedures that will enable the parties to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services in Jupiter, Florida.

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

II. PERIOD OF PERFORMANCE

This MOU shall begin on December 1, 2012 and shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this MOU. Either party may terminate this MOU, with or without cause, at any time by giving twenty four hours written notice in advance to the other party.

III. SERVICES TO BE PROVIDED

Partner Agency staff assigned to VET Centers will perform duties, which include, but are not limited to:

- Follow-up on referrals from VET Center staff.
- Involvement with Team Leaders and other VET Center staff with particular emphasis on assessment and of job readiness and development of job-finding techniques; and
- Job development and selective placement activities conducted primarily through telephone contacts with visits to employers.

IV. SPACE PROVIDED AT JUPITER VET CENTER

One office for conducting Partner Agency services will be provided at Jupiter VET Center at no charge to Alliance.

V. RESPONSIBILITIES OF PARTNER AGENCY AND OUSTATIONING OF PERSONNEL

Since Partner Agency personnel are employees of Agency For Workforce Innovation (AWI), the local Alliance office to which each personnel are assigned shall have overall responsibility for the conduct, performance, and administration of all Partner Agency staff. Conduct will be consistent with DVA/VHA and RCS policies. AWI will provide salaries, fringe benefits, employment service training, data processing equipment and such supplies as may be required by AWI to ensure PARTNER AGENCY services remain consistent with legislative intent and coordinated with local offices services. Travel funds will be provided by AWI and any local travel for outreach/employer visitation of full-time outsationed DVOP's will be
controlled by Alliance management taking into consideration duties involving local Partner Agency staff such as Group Sessions, Job Clubs, and Job Search workshops. It shall be the responsibility of the Partner Agency personnel to maintain the integrity of the program.

VI. PARTNERSHIP
The parties, through continued cooperation, will demonstrate partnership and participation in the workforce development system in Jupiter, Florida.

VII. CERTIFICATION
By signing this MOU, all parties agree that the provisions contained herein are subject to all Federal, State and local laws and regulations and/or guidelines relating to non-discrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Alliance and Partner Agency customers.

By signatures affixed below, the parties specify their agreement.

VIII. SIGNATURES

[Signature]
Workforce Alliance, Inc.
By Steve Craig, President/CEO

[Signature]
Jupiter Vet Center For
Disabled Veterans Outreach Program
BY Raul Diaz, Ph.D. Clinical Psychologist

2-17-12
Date

02/16/12
Date
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
SCHOOL BOARD OF PALM BEACH COUNTY
3300 Forest Hill Boulevard, West Palm Beach, Florida 33406

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by the School Board of Palm Beach County, Florida ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blind Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO  
   3400 Belvedere Road, West Palm Beach, Florida 33406  
   Telephone Number: 561-340-1060 Ext. 2221  
   Fax Number: 561-340-1062  
   E-Mail: scraig@careersourcepbc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Jane Kim, Manager, Operations/Special Projects  
   Department of Adult and Community Education  
   4200 Purdy Lane, Bldg. 50-103, Palm Springs, FL 33461  
   Telephone Number: (561) 649-6012  
   Fax Number: (561) 649-6028  
   E-mail: jane.kim@palmbeachschools.org

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner's appeal to the State regarding infrastructure costs, results in a change to the Partner's infrastructure cost contributions, this MOU shall be updated to reflect the final Partner's infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource's comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource's career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:

a) remedy the imbalance of non-physically represented Partners, and

b) comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system’s organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

XVI. INDEMNIFICATION/HOLD HARMLESS Subject to the limits of Section 768.28, Florida Statutes or Federal law or regulation, and without waiving any defense or immunity, Partner shall be liable, and agrees to be liable, for and shall indemnify, defend, and hold harmless CareerSource, any of its directors, employees, or agents, officers or assignees, and the Palm Beach County Board of County Commissioners and the Palm Beach County Workforce Development Consortium from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Partner or any employee, agent, subcontractor, or representative of the Partner.

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

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

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

CareerSource and Partner agree that it will comply fully with the following:

1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking


5) Section 854 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P. L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS Clean Air and Water Act: When applicable, if this MOU is in excess of $100,000, Partner shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Partner shall report any violation of the above to the CareerSource. Energy Efficiency: Partner shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Partner will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-191) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING
CareerSource’s approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

XXI. COMMERCIAL NONDISCRIMINATION
CareerSource shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. CareerSource shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. CareerSource understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

XXII. CONFIDENTIALITY OF STUDENT INFORMATION (IF CONFIDENTIAL INFORMATION WILL BE PROVIDED TO CAREERSOURCE) CareerSource is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, CareerSource acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records. CareerSource will receive student information. Since parental consent will not be obtained and CareerSource has legitimate educational interests in the information, CareerSource shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220).
XXIII. GOVERNING LAW AND VENUE
This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

XXIV. INSPECTOR GENERAL
In the event this Agreement involves a purchase in accordance with Policy 6.14, CareerSource agrees and understands that the School District's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by CareerSource with regard to the Agreement. CareerSource's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, CareerSource understands, acknowledges and agrees to abide by School Board Policy 1.092.

XXV. PUBLIC RECORDS COMPLIANCE
CareerSource shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.

b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if CareerSource does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of CareerSource or keep and maintain public records required by the Board to perform the service. If CareerSource transfers all public records to the Board upon completion of the Agreement, CareerSource shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CareerSource keeps and maintains public records upon completion of the Agreement, CareerSource shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board’s custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of CareerSource to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF CAREERSOURCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

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

APPROVED BY: CareerSource Palm Beach County, Inc.  

BY:  
Name: Steve Craig  
Title: President/CEO  
Date: 2-6-16

APPROVED BY: School Board of Palm Beach County, Florida  

BY:  
Name: Dr. Robert Avossa, Ed.D.  
Title: Superintendent of Schools  
Date: 2/1/18

Reviewed and Approved as to Legal Sufficiency  
1/22/18
An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year’s expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center.
<table>
<thead>
<tr>
<th>Labor Hours/FTE</th>
<th>One Stop Delivery System</th>
<th>Adult Ed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure Expense</td>
<td>119.00</td>
<td>1.55</td>
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<tr>
<td>Leases</td>
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<td>$6,633</td>
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<td>Liability/Property/Other Insurance</td>
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<td>Copiers</td>
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<td>Telephone/Internet</td>
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<td>IT Licenses/Fees</td>
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<td>Facilities Maintenance</td>
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<td>Record Storage &amp; Maintenance</td>
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<td>IT Supplies</td>
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<td>Office Supplies</td>
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<td>Other</td>
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<td>Total Infrastructure Costs</td>
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<table>
<thead>
<tr>
<th>Additional One Stop Costs</th>
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</thead>
<tbody>
<tr>
<td>Career Services Staff</td>
<td>$461,569</td>
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<tr>
<td>IT Staff-Shared Cost</td>
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<td>Front Desk/Center Mgr</td>
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<td>Temp Services (1 FTE)</td>
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<td>Indirect Cost (.1429)</td>
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<td>Total Additional One Stop Expense</td>
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<td>Total/Total Infrastructure and Additional One Stop Costs</td>
<td>$2,064,472</td>
<td>$36,516</td>
</tr>
</tbody>
</table>

| In Kind Costs                    | (78,795)                 |          |
| Estimated Amount Due to CareerSource Palm Beach County | $0 |          |
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
GULFSTREAM GOODWILL INDUSTRIES, INC., A Florida Not For Profit 501(c)(3) Organization
1715 Tiffany Drive East, West Palm Beach, Florida 33407
AND
CAREERSOURCE PALM BEACH COUNTY, INC., A Florida Not For Profit 501(c)(3) Organization
3400 Belvedere Road, West Palm Beach, Florida 33406

WHEREAS, this Memorandum of Understanding (MOU) is entered into between, CareerSource Palm Beach County, Inc. (CSPBC), FEI/EIN number 560709274 and Gulfstream Goodwill Industries, Inc., (GGI), FEI/EIN number 591197040.

WHEREAS, CSPBC and GGI enter into this MOU to establish their respective roles and responsibilities and will coordinate and perform the activities and services described in the body of this MOU.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein, CSPBC and GGI hereby agree as follows.

I. Term

The term of this MOU shall be effective upon execution of this instrument by an authorized representative of both CSPBC and GGI. This MOU shall be automatically renewed annually without action of any party, unless earlier terminated. Either party may terminate this MOU, with or without cause, at any time by giving written notice five calendar days in advance to the other party.

II. Purpose

By entering into this MOU the parties shall achieve the following:

1. Coordinate resources and services in the best interest of eligible job seekers with disabilities which may be beyond the capability of either organization independently.

2. Establish methods of communication concerning the following activities:
   a. Special needs referrals
   b. Demonstrations of support including introductions, event coordination, the shared use of logos mutually agreed to in writing in advance and the support of applicable grants and funding generating opportunities.
   c. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party, such as natural or man-made disasters

3. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties. Both parties in the performance of this MOU will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another.

4. It is understood the parties shall maintain the confidentiality of any information, regarding job seekers, participants or client customers that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports or any other source. No release of information if such release is required by Federal or State law shall be construed as a breach of this Section.

5. Any monies derived from the joint collaboration of the parties herein with the sole purpose of expanding and enhancing the capabilities of both organizations through the development of promotional materials to draw attention to the parties' joint services and causes will be shared equally. This joint program will be called the "Gulfstream Goodwill Industries & CareerSource Palm Beach County Training and Job Placement Services Program". Therefore, future requests for funding will be designated in one of the three ways: (1) Gulfstream Goodwill Industries Training; (2) CareerSource Training and Job Placement; or (3) jointly as the Gulfstream Goodwill Industries & CareerSource Palm Beach County Training and Job Placement Services Program.

III. Organization Description

CSPBC

a. CSPBC is a countywide network of career development professionals who work directly with Palm Beach County employers to find, develop and keep qualified talent. CSPBC also invests in programs to help businesses identify and cultivate Palm Beach County's talent pool so that prospective employees have the skills and experience companies seek.

b. Together, CSPBC connects employers with qualified, skilled talent and residents with employment and career development opportunities to achieve economic prosperity

c. CSPBC, a business-led countywide workforce investment company that provides program implementation and designs strategies to address critical countywide workforce needs. CSPBC consists of a coalition of local business, education and government leaders.
GGI

a. GGI founded and incorporated in 1966, has been in continuous operation for 45 years and is a member of Goodwill Industries International founded in 1902.

b. GGI's mission is to assist people with disabilities and other barriers to employment to become self-sufficient, working members of our community.

c. To meet GGI's mission, GGI provides outreach and recruitment, case management, vocational assessment, employment training including on the job training, apprenticeship and internship, life skills training, intake and orientation, job placement, job coaching, supported employment, charter school, contract services, offender services, in and out-of-school youth services including youth offenders, mentoring, homeless residential services, brain injury rehabilitation, life skills training, deaf services, vision services, assistive technology, ADA consultation and benefits planning assistance. GGI promotes a collaborative strategy as the key to achieving the best possible outcomes for all of its program participants.

IV. Scope of Services

CSPBC agrees to provide:

a. Priority of service to individuals with disabilities.

b. A CSPBC team of client services professionals dedicated to helping job seekers achieve career success.

c. Two full-service career centers staffed with career coaches and consultants who are dedicated to serving first time, experienced and professional job seekers, face-to-face or through our virtual career center or a combination of both.

d. Job placement assistance services to include:
   - Career consulting
   - Computers, phones and fax machines for job-searches
   - Internet access to EmployFlorida, the statewide system that features local job openings, skill requirements, wages and more
   - Job search and placement services
   - Job-search workshops
   - Training opportunities for those who qualify
   - Work assessments

e. Employment services available to all Palm Beach County businesses, non-profit organizations and government agencies. With a comprehensive package of services that can be tailored to give Palm Beach County businesses the edge in today's competitive economy, employers can tap into our talented pool of professionals, find high-skilled technicians or fill entry-level positions. The following employment services will increase an organization's return on investment by reducing hiring timelines and improving new hire retention rates:

   Recruiting
   - At CSPBC career centers, or at GGI's location
   - Mass recruitments – hiring events for all size groups
   - Internet job postings

   Interviewing
   - Use of easily accessible career center facilities
   - Interviewing rooms availability

   Candidate Screening
   - Identify qualified candidates
   - Maintain diverse pool of candidates
   - Interview qualified applicants

   Assessments
   - Match skills and determine aptitudes
   - Industry-specific assessment tools

   Funding/Training Incentives
   - Employed Worker Training
   - On-the-Job Training
   - Incumbent Worker Training
   - Quick Response Training

   Local Labor Market Information and Trend Analysis
   - Identify local talent capabilities in the county
   - Provide an extensive array of labor market sources and customized data

   Outplacement Services
   - Programs to assist employers facing layoffs or downsizings
   - Support for all industry sectors
GGI agrees to provide the following ancillary support services and referrals:
- Life Skills/Peer support
- Substance abuse treatment
- Job Placement referral assistance
- Job training referral (including on-the-job training and technical certifications)
- Emergency services such as obtaining copies of identification cards, interview clothing

Unless otherwise agreed to in writing by CSPBC and GGI the above services and resources are provided at no charge subject to funding availability.

V. Communications

a. Both CSPBC and GGI agree to communicate in their mutual efforts to implement the provisions of this MOU and to strive for a seamless delivery of services.

b. While email and written communications are preferable for detailed accuracy, to facilitate services to clients or organizations in need, verbal or communications may be used to expedite services.

VI. Modification

Either party may propose to modify and/or amend this MOU at any time. All proposed modifications and/or amendments shall be in writing and become effective only upon the written concurrence of both parties.

VII. Entire Agreement

This MOU constitutes the entire understanding of the parties with respect to the subject matter hereof. All other prior agreements, understandings and representations regarding the subject matter hereof are hereby superseded and terminated. This MOU or any right accruing hereunder shall not be assigned by either party in whole or in part. Any assignment in violation hereof shall be invalid. Both parties certify that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the MOU in accordance with 29 CFR Parts 45, 74, 95 and 96 and 45 CFR Part 74.

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

Approved By CareerSource Palm Beach County, Inc. Approved By Gulfstream Goodwill Industries, Inc.

By: [Signature]

Steve Craig, President/CEO
Name & Title Printed

By: [Signature]

Marvin Tanck, President
Name & Title Printed

Witness: [Signature]

Mary Muller
Witness: [Signature]

Date 10/1/2015

Date 9-22-15
MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
AND
AARP FOUNDATION, SCSEP
3951 North Haverhill Road, West Palm Beach, Florida 33417

I. PARTIES
This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act" or "WIOA"), and is entered into by the AARP Foundation, SCSEP ("Partner") and Careersource Palm Beach County, Inc. ("CareerSource").

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach County. In addition, this MOU will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Palm Beach County.

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

III. PROVISION OF SERVICES
A. CareerSource has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

B. CareerSource agrees to perform the following functions under this MOU:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Migrant and Season Farmworker program; Senior Community Service Employment program, Adult Education and Family Literacy programs; Perkins Act programs; Blinc Services and Vocational Rehabilitation.

2. Coordinate with Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.

3. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Maintain the statewide "CareerSource" and "American Job Center Network" branding of each career center.

5. Maintain and operate at least one comprehensive One-Stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.

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

8. The contact information for CareerSource is as follows:

   Steve Craig, President/CEO
   3400 Belvedere Road, West Palm Beach, Florida 33406
   Telephone Number: 561-340-1080 Ext. 2221  Fax Number: 561-340-1062
   E-Mail: scraig@careersourcelpc.com

C. Partner agrees to perform the following functions under this MOU:

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

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.

3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers and the funding of shared services and operating costs in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance of §678.760 of the Act and any infrastructure funding mechanism requirements issued by the State of Florida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness, success, total number of job seekers placed and their entry wage rate.

6. Participate in mandatory One-Stop delivery system periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

7. The contact information for Partner is as follows:

   Name: Ted Simpkins, Project Director
   Address: 3951 North Haverhill Road, West Palm Beach, Florida 33417
   Telephone Number: (561) 471-9828 Fax Number: (561) 471-9831
   E-Mail: tsimpkins@aarp.org

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

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

V. CONFIDENTIALITY OF RECORDS
In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.
VI. INFRASTRUCTURE COSTS
Costs of the infrastructure of One-Stop career centers will be funded in accordance with the requirements of the WIOA; federal cost principles; and all other applicable legal requirements. An infrastructure and additional costs budget, as defined in "Attachment 1" will be annually reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to Partner in proportion to relative benefits received. If Partner's appeal to the State regarding infrastructure costs, results in a change to the Partner's infrastructure cost contributions, this MOU shall be updated to reflect the final Partner's infrastructure cost contributions.

VII. COST ALLOCATION METHODOLOGY
All required Partners will provide access to their programs at CareerSource's comprehensive One Stop located at 3400 Belvedere Road in West Palm Beach, and they will each contribute to the infrastructure and career service costs. Partners will have staff co-located at the center or will provide access via direct linkage. Only those partners that participate in CareerSource's career center affiliate locations would be required to contribute to the infrastructure costs for those career centers.

Direct linkage will allow customers to connect with the Partner program staff to access services. Cross trained front desk and other physically co-located staff can assist in providing information and referrals to the direct linkage partners. Partners utilizing direct linkage must contribute a minimum of the equivalent of 8 hours a week, or .2 FTE.

CareerSource selected Labor Hours/FTE as the allocation bases to determine overall Partner contributions. This was done in an effort to:
   a) remedy the imbalance of non-physically represented Partners, and
   b) comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received

VIII. TERM
The Term of this MOU shall commence on January 1, 2018, or the date last executed by both parties, whichever is later, through December 31, 2018, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

IX. AMENDMENTS AND MODIFICATIONS
Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

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

XI. THIRD PARTY BENEFICIARY
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XII. GOVERNANCE
The accountability and responsibility for the One-Stop delivery system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system for the Local Workforce Development Area Palm Beach County, Florida.

XIII. DISPUTE RESOLUTION
If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and designated party of the Partner. A joint decision shall be issued within 60 calendar days of receipt.

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

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS Partner certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 99 and 45 CFR PART 74. No MOU shall be entered with a party listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

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

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

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

XVII. NON-ASSIGNABILITY CLAUSE This MOU or any right accruing hereunder shall not be assigned by Partner or CareerSource in whole or in part. Any assignment in violation hereof shall be invalid.

XVIII. NON-DISCERNMENT AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80) Partner agrees that it will comply fully with the following:

1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin and the regulations promulgated under such Act, with respect to the disabled and the limited English-speaking
5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either
citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.


8) Equal Employment Opportunity (EEO): Partner agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

9) Immigration Reform and Compliance Act of 1986 (P.L. 99-603)

10) State, Federal, criminal and civil laws with respect to the alteration or falsification of records created in connection with this MOU.


XIX. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this MOU is in excess of $100,000, Partner shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Partner shall report any violation of the above to the CareerSource. Energy Efficiency: Partner shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Partner will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11980; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (36 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

XX. PUBLIC ANNOUNCEMENTS AND ADVERTISING

CareerSource's approval is required prior to Partner distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource.

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

APPROVED BY: CareerSource Palm Beach County, Inc.  
APPROVED BY: AARP Foundation, SCSEP

BY: 

Name: Steve Craig  
Name: Demetri Antzoulatos

Title: President/CEO  
Title: VP, Finance and Operations

Date: 12.19.17  
Date: 12.19.17
ATTACHMENT 1
INFRASTRUCTURE AND SHARED SERVICES BUDGET

An Infrastructure Funding and Shared Services Budget covering the sharing of costs for infrastructure and shared services shall be agreed to by CareerSource and Partner on or before January 1, 2018 and for the purpose of complying with WIOA section 121(h) and its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, 20 CFR 678.700, 34 CFR 361.700, and 34 CFR 463.700. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center. This list is not exhaustive. The budget is established on a July 1 to June 30 fiscal year basis. The budget is based on historical costs from the previous fiscal year’s expenditures and modified based on forecast current year costs. A reconciliation of the budget to actual costs will be completed as of June 30 each year, and the adjusting invoice will be prepared by August 31.

One-stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, and may include shared operating costs, and shared services, as described below.

Additional Costs. One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.

Career Services. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center.

Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services (WIOA sec. 121(j)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greater directing employers and customers to the services or staff that are available in that one-stop center.
<table>
<thead>
<tr>
<th>Labor Hours/FTE</th>
<th>One Stop Delivery System</th>
<th>AARP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$119.00</td>
<td>$0.20</td>
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<tr>
<td></td>
<td>97.58%</td>
<td>0.16%</td>
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<td>Infrastructure Expense</td>
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<tr>
<td>Leases</td>
<td>$521,354</td>
<td>$856</td>
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<td>Liability/Property/Other Insurance</td>
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<td>Telephone/Internet</td>
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<td>IT Licenses/Fees</td>
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<td>$312</td>
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<td>Utilities</td>
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<td>Facilities Maintenance</td>
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<td>Record Storage &amp; Maintenance</td>
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<td>$23</td>
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<td>IT Supplies</td>
<td>$28,731</td>
<td>$47</td>
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<tr>
<td>Office Supplies</td>
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<tr>
<td>Other</td>
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<td>$0</td>
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<td><strong>Total Infrastructure Costs</strong></td>
<td><strong>$1,870,224</strong></td>
<td><strong>$1,755</strong></td>
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<td>Additional One Stop Costs</td>
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<td>Career Services Staff</td>
<td>$491,569</td>
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<td>IT Staff-Shared Cost</td>
<td>$395,532</td>
<td>$649</td>
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<td>Front Desk/Center Mgr</td>
<td>$97,917</td>
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<td>DEO Career Services Staff</td>
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<td>Temp Services (1 FTE)</td>
<td>$30,000</td>
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<td>Furniture/Equipment</td>
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<td>$0</td>
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<td>Indirect Cost (.1429)</td>
<td>$297,905</td>
<td>$489</td>
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<td><strong>Total Additional One Stop Expense</strong></td>
<td><strong>$1,834,248</strong></td>
<td><strong>$3,008</strong></td>
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<td><strong>Total/Total Infrastructure and Additional One Stop Costs</strong></td>
<td><strong>$2,904,472</strong></td>
<td><strong>$4,763</strong></td>
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<td>In Kind Costs</td>
<td>$0</td>
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<tr>
<td>Estimated Amount Due to CareerSource Palm Beach County</td>
<td>$4,763</td>
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Quality Documentation System

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

TITLE: WIOA Priority of Service
STATUS: RELEASED
DOCUMENT NUMBER: PO-112
ISSUE NUMBER: 02
EFFECTIVE DATE: 07/26/2016
AUTHOR NAME: Kathy Bonner
LAST UPDATE DATE: 2016-07-19 17:21:35
BY: Kathy Bonner
AREA OR PROGRAM AFFECTED: WIOA
DOCUMENT TYPE: POLICY
DESCRIPTION OF CHANGE: Initial Issue

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<th>DESCRIPTION OF CHANGE</th>
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<td>07/24/2015</td>
<td>Initial Issue</td>
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<tr>
<td>02</td>
<td>07/26/2016</td>
<td>Initial Issue</td>
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1.0 PURPOSE:

To establish a priority requirement with respect to funds allocated to CareerSource Palm Beach County (CSPBC) for adult employment and training activities. Provide individuals with barriers to employment access to and opportunities for the employment, education, training and support service needed to succeed in the labor market.

2.0 APPLICATION:

Policy applies to all CareerSource Palm Beach County (CSPBC) staff facilitating Workforce Innovation Opportunity Act (WIOA) training activities and allocating WIOA Adult training dollars.

3.0 DEFINITIONS:

1. WIOA Workforce Innovation Opportunity Act
2. CSPBC CareerSource Palm Beach County
3. TEGL Training and Employment Guidance Letter
4. DOL Department of Labor
5. ADA Americans with Disabilities Act
6. CFR Code of Federal Regulations
7. LWDB Local Workforce Development Board

4.0 REFERENCE DOCUMENTS:

1. Workforce Innovation Opportunity Act 2014, Public Law No 113-128
   https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf along with any relevant final rules, guidance letters and/or communiques published by federal or state agencies published after January 22, 2015
3. Training and Employment Guidance Letter (TEGL) 10-09 Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL) http://wdr.doleta.gov/directives/

5.0 MATERIALS REQUIRED:

Access to internet.

6.0 POLICY:

Section 1349c)(3)(E) of WIOA established a priority requirement with respect to funds allocated to the local area for adult employment and training activities. Local Workforce Development Board (LWDB) staff responsible for WIOA Adult funds and services must give
priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services. Under WIOA priority must be provided regardless of the level of funds.

WIOA sec. 134(c)(3)(E) provides that priority for adult training services and certain career services must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. WIOA, priority access to services by members of this group is always in effect regardless of funding levels. Nonetheless, WIOA allows LWDB to provide individualized career services to individuals who are not members of these groups, if determined appropriate by the one-stop center. 20 CFR 680.530 (6)(e).

CSPBC will also provide priority to individuals with disabilities, veterans, and other individuals with barriers to employment.

Veterans and eligible spouses receive priority of service for all DOL-funded job training programs, such as WIOA programs. TEGL 10-09 states priority must be provided in the following order:

1. To veterans and eligible spouses who are also included in the groups given statutory priority of WIOA adult formula funds. Veterans and eligible spouses who are also recipients of public assistance, other than low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA Adult funds.

2. Non-covered person (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA Adult formula funds.
   a. CSPBC provides local priority of service to individuals with Disabilities as defined in section 3 of the Americans with Disabilities Act of 1990 (42 USC 12102).

3. Veterans and eligible spouses who are not included in WIOA's priority groups.

4. Non-covered persons outside the groups given priority under WIOA.

When past income is an eligibility determinant for Federal employment or training programs, any amount received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 USC 4213.

7.0 FLOWCHARTS:

N/A
### SIGNATURE PAGE

**DOCUMENT APPROVALS**  
*(ELECTRONIC DISTRIBUTION PROCESS)*

**DOCUMENT NO: PO-112 ISSUE NO: 02**

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<td>Kathy Bonner</td>
<td>Author</td>
<td>Kathy Bonner</td>
<td>07/19/16</td>
</tr>
<tr>
<td>Norm Cushon</td>
<td>Reviewer</td>
<td>Norm Cushon</td>
<td>07/20/16</td>
</tr>
<tr>
<td>Peter Pignataro</td>
<td>Administrator</td>
<td>Peter Pignataro</td>
<td>07/20/16</td>
</tr>
<tr>
<td>Gerard Genovese</td>
<td>Approver 1</td>
<td>Gerard Genovese</td>
<td>07/26/16</td>
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### FINAL APPROVAL

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<tr>
<td>Steve Craig</td>
<td>President/CEO</td>
<td>Steve Craig</td>
<td>07/26/16</td>
</tr>
</tbody>
</table>
## TRAINING PROVIDER PROGRAM APPLICATION

The submission of this document allows the applicant to be considered as a vendor of CareerSource Palm Beach County (CSPBC). CSPBC reserves the right to request additional information regarding the applicant’s administrative, financial and legal status, and to visit the applicant’s facilities during normal and reasonable working hours. The submission of this document does not entitle the applicant to any rights, fees or services. Failure to submit a complete application will result in the application being rejected.

### School / Institution Information

<table>
<thead>
<tr>
<th>Training Provider Name:</th>
<th>FEIN#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Provider Type:</td>
<td></td>
</tr>
<tr>
<td>Not-for-Profit</td>
<td>For Profit</td>
</tr>
<tr>
<td>Current Student Population:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Suite:</td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Primary Contact name:</td>
<td>Contact Email:</td>
</tr>
<tr>
<td>Primary Contact Telephone #: ( _ ) - ext.</td>
<td>Alternative #: ( _ ) -</td>
</tr>
<tr>
<td>CEO:</td>
<td>CEO Email:</td>
</tr>
<tr>
<td>Financial Officer:</td>
<td>Financial Officer Email:</td>
</tr>
<tr>
<td>Financial Officer Telephone #: ( _ ) - Alternative #: ( _ ) -</td>
<td></td>
</tr>
<tr>
<td>Date the school opened (MM/DD/YYYY) :</td>
<td>Please provide copy of Articles of Incorporation</td>
</tr>
<tr>
<td>Does school use a fictitious name?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, name of d/b/a:</td>
<td>Please provide copy of fictitious name certificate.</td>
</tr>
<tr>
<td>List additional locations where classes may be offered.</td>
<td>Location #1:</td>
</tr>
<tr>
<td>Location #2: Provide a copy of licenses &amp; Accreditation for each location courses will be offered.</td>
<td></td>
</tr>
<tr>
<td>Does institution offer training through other Workforce Boards?</td>
<td>No</td>
</tr>
<tr>
<td>Please list.</td>
<td></td>
</tr>
<tr>
<td>Have any expenditure(s) been disallowed under any publically funded employment and training program?</td>
<td>No</td>
</tr>
<tr>
<td>Are courses provided PELL Eligible?</td>
<td>No</td>
</tr>
<tr>
<td>Are scholarships offered?</td>
<td>No</td>
</tr>
</tbody>
</table>

### School / Institution licensing and Accreditation Information

| Date School approved/licensed by the Florida Department of Education Commission on Independent Education (MM/DD/YYYY) : | |
| Has private post-secondary and/or vocational education approval or accreditation ever been denied? | No | Yes |
| Please explain: |
| Do you currently report performance to the Florida Education and Training Placement information Program (FETPIP)? | No | Yes |
| Reporting to FETPIP is a CSPBC requirement. |
| Copies of the last two (2) FETPIP reports must be provided to CSPBC. |
| Institutional Accreditation: | Name of Accrediting entity ( copy of accreditation letter required): |
| Yes, Accrediting entity is recognized by US DOE. | No |
| Partnership: Has training been developed in partnership or collaboration with a business or industry? | Yes | Which Industry? |
| No |

**Training Provider Program Application**

March 9, 2016
## School / Institution Training Provider Category

<table>
<thead>
<tr>
<th>Category #1: Providers – all entities providing a certificate, diploma, or credential from an organization approved by the United States Department of Labor (USDOL).</th>
<th>Check appropriate organization type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ State Educational Agency or State agency responsible for administering vocational and technical education.</td>
<td></td>
</tr>
<tr>
<td>☐ Post-secondary, public institution eligible to receive funds under Title IV of Higher Education Act (HEA).</td>
<td></td>
</tr>
<tr>
<td>☐ Registered apprenticeship.</td>
<td></td>
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<tr>
<td>☐ Public regulatory agency.</td>
<td></td>
</tr>
<tr>
<td>☐ Program approved by Department of Veteran Affairs to offer education benefits to veterans or other eligible persons.</td>
<td></td>
</tr>
<tr>
<td>☐ Institution of higher education that is controlled formally sanctioned or chartered by an Indian tribe or tribes.</td>
<td></td>
</tr>
</tbody>
</table>

| Category #2: Providers – independent or private providers of training programs that result in two (2) or four (4) year degrees. | ☐ Yes |

<table>
<thead>
<tr>
<th>Category #3: Providers – non-public or independent provider of training programs that result in industry recognized credentials.</th>
<th>☐ Yes, approved/licensed by a State Agency providing training approval or licensing and provide copy of license: <strong>List name of State Agency providing training approval or licensing and provide copy of license:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency #1</td>
<td></td>
</tr>
<tr>
<td>Agency #2</td>
<td></td>
</tr>
<tr>
<td>☐ Yes, offering a preparatory course for an occupational licensing examination. <strong>List name of Occupational Licensing Examination:</strong> Certification Examination #1:</td>
<td></td>
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<tr>
<td>Certification Examination #2:</td>
<td></td>
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<tr>
<td>Certification Examination #3:</td>
<td></td>
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<tr>
<td>☐ Yes, offering a training approved by an IT software developer whose products are considered universal products used nationally or globally. <strong>List name of IT Software Developers providing training approval:</strong> IT Software Developer #1:</td>
<td></td>
</tr>
<tr>
<td>IT Software Developer #2:</td>
<td></td>
</tr>
</tbody>
</table>

| Are the certificates / credentials stackable with other credentials as part of a sequence to move an individual along a career pathway? | ☐ Yes ☐ No |

<table>
<thead>
<tr>
<th>Local Area Targeted Occupation:</th>
<th>Are the proposed training programs referenced to occupations on the CareerSource Palm Beach County Regional Targeted Occupations List?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>
**Certification and Acknowledgement**

I hereby affirm that the information provided on this application is true and correct. I also agree that falsified information or significant omissions may disqualify me from future consideration as an ITA Training Provider and may be considered justification for termination if discovered a later date.

<table>
<thead>
<tr>
<th>Print Name / Title</th>
<th></th>
</tr>
</thead>
</table>

| Signature/ Date |  |
### INFORMATION REQUIREMENTS FOR "CONTINUED ELIGIBILITY"

**January 1, 2015 - December 30, 2015**

<table>
<thead>
<tr>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
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</thead>
<tbody>
<tr>
<td>COURSE</td>
<td>Recognized Postsecondary Credential (RPC)</td>
<td>Is Credential Stackable with other Credentials</td>
<td>Total # Persons Enrolled</td>
<td>Total # Participants Enrolled</td>
<td>Total # Persons Completing</td>
<td>Total # Participants Completing</td>
<td>Total # Persons Awarded Recognized Postsecondary Credential</td>
<td>Total # Participants Awarded Recognized Postsecondary Credential</td>
<td>Total # Persons Employed After Completion</td>
<td>Total # Participants Employed After Completion</td>
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D/F/H/J PERSONS= ALL Students Enrolled in Class  
E/G/I/K PARTICIPATN = STUDENTS FUNDED BY CAREERSOURCE PBC
EMPLOYED WORKER TRAINING GUIDELINES & APPLICATION PROCESS
PY 2015 / 2016

CareerSource PALM BEACH COUNTY Employed Worker Training Program Criteria Includes:

A. The Employed Worker Training Program is administered locally by CareerSource PALM BEACH COUNTY. The purpose of the program is to assist businesses with the training of current employee who:
   1. Without appropriate training that would allow existing workers to gain the necessary skills to operate processes or technologies, employers may find it necessary to lay off workers with obsolete skills.
   2. Have employees that may need assistance to maintain or retain a good job by enhancing their skills or learn new technologies and procedures in a changing and challenging economic environment.

B. An Employed Worker is:
   1. A regular full-time employee (minimum 32 hrs. per week / W2) who is not the owner of the applying business. Owner(s) / Principal(s) of business are not eligible for training grant
   2. At least 18 years of age
   3. A citizen of the United States or a non-citizen whose status permits employment in the United States (documentation must be provided)
   4. Employed on or before the full execution date of the agreement

C. Who is eligible to apply?
   1. Businesses that have been in operation a minimum of one year (brick & mortar location), and be current on all local, state and federal tax obligations.
   2. Businesses must be for-profit located in Palm Beach County.
   3. Must have at least one regular (W2) full-time employee apart from the owner.
   4. Businesses that have not received EWT funding for 1 or more previous program years.
   5. Funding Priority is given to:
      ▪ Businesses with less than 100 employees (in Florida). * Business with over 500 employees are not eligible for funding without prior approval from CareerSource Palm Beach County President / CEO;
      ▪ Businesses in a qualified targeted industry;
      ▪ Businesses who are seeking to utilize the program to train individuals with barriers to employment (persons with disabilities);
      ▪ Businesses owned by Veterans.

Type of Training That Can Be Funded and Who Can Provide Training:

A. Examples of types of training:
   1. Computer software training
   2. Occupational skills
   3. Training and strategies to improve efficiency of business operations (OSHA & CPR not allowed)

B. Training Providers:
   Businesses can choose the most appropriate training provider for their needs and are encouraged to obtain several proposals from various training providers before a training provider is selected. Training providers considered must:
   1. Have a valid business license.
   2. Provide a nationally and/or industry recognized certificate at completion of training.

C. How long does a business have to conduct and complete the training?
   1. Training must begin within 30 business days from the date agreement is fully executed
   2. Training must be completed 90 calendar days after the start date of training
   3. Certificates and reimbursement paperwork must be provided to CareerSource PALM BEACH COUNTY within 30 calendar days from the last date of training
   4. For multiple trainings, certificates must be submitted to CareerSource PALM BEACH COUNTY within 10 calendar days of each training completion.
Maximum Amount of Training Dollars a Business Can Be Reimbursed

The maximum reimbursement amount is $2,000.00 per eligible employee (i.e. regular full-time employee(s), Selective Service registration and residency) up to $30,000.00 per business per program year.

Employed Worker Training Application Process:
Applications are reviewed on a first-come/first serve basis based on available funding.

A. How to apply to the Program:
   1. Contact a CareerSource PALM BEACH COUNTY Account Manager
   2. Complete and submit to CareerSource PALM BEACH COUNTY, Director of WIOA, Adult & Dislocated Worker programs a completed and signed CareerSource PALM BEACH COUNTY Conflict of Interest Disclosure form
   3. Complete the Employed Worker Training Grant Application
   4. Complete the Employed Worker Training vendor agreement along with Attachment A Budget Sheet
   5. Complete the vendor Certification and Assurances acknowledgement Form
   6. Complete the Trainee Spreadsheet
   7. Submit signed original of the Application, Agreement and Budget Sheet, the Vendor Certifications and Assurances Acknowledgement Form, Trainee Spreadsheet and a sample certificate (from each training provider) to the CSPBC Program Funding Manager for review and processing.

B. What rating criteria is used to select grantees for the Employed Worker Training Grants?
Grant applications are rated based on the specific criteria on a point structure. Only those applications with a minimum score of 80 points or higher will be considered for funding.

C. What required documentation is to be provided on the trainees?
   1. Employee Registration Form
   2. Completed copy of I-9 and current Authorization to Work /Alien Status – documents may be requested upon review of monitor.
   3. Selective Service Registration
   4. Veteran Status (DD Form 214), if claimed
   5. CareerSource PALM BEACH COUNTY Grievance Form

D. What can I do if my Employed Worker Training grant application is not approved?
CareerSource Palm Beach County has a Procurement, Contract Award and Provider Protest process. You may obtain a copy of CSPBC’s Procurement, Contract Award and Provider Protest policy on the CSPBC website at pbcCSPBC.com. Click on the link “Doing Business with Us”. Then scroll down the drop down menu and open the document named “CSPBC Procurement, Contract Award and Provider Protests Policy”. You may also obtain a hard copy of the CSPBC Procurement, Contract Award and Provider Protests Policy by contacting the CSPBC President / CEO at (561) 340-1061, Ext.2201 or scraig@careersourcepbc.com. Please note any person who files an action protesting a decision or intended decision pertaining to contracts administered by CSPBC shall follow the requirements of CSPBC’s Procurement, Contract Award and Provider Protests policy which states any protest of a contract award following the termination of a procurement process must be filed in writing and delivered to the CSPBC President/CEO within seventy two hours of the publication of the award. The CSPBC President/CEO’s address is 3400 Belvedere Road, West Palm Beach, Florida 33406 and e-mail address is scraig@careersourcepbc.com. The time of the publication of the award shall be the date at which notice of the award is published by CSPBC. Failure to file within seventy two hours of the publication of the award shall constitute a waiver of all rights and no other opportunity to protest the award of the contract will be considered. Only responsive entities or individuals who have submitted a responsive quote/proposal within the timeframe for submission may protest an award. Protests of awards are limited to claims with respect to any violation of law and/or regulations, or defect in the evaluation process. Note vendor selection is based on vendor qualifications, product quality and availability, and competitive price not necessarily the lowest as stated in the vendor quote solicited by CSPBC. The written protest shall separately number each claim and at a minimum include a descriptive recital of the facts pertaining to the protest and a citation of the law and/or regulation, policy or procedure allegedly violated.
### Local Policy On-the-Job Training Program (OJT)

**STATUS:** RELEASED  
**DOCUMENT NUMBER:** PO-093  
**ISSUE NUMBER:** 06  
**EFFECTIVE DATE:** 01/28/2020  
**AUTHOR NAME:** Sandra Wright  
**LAST UPDATE DATE:** 2019-12-19 11:00:10  
**BY:** Sandra Wright  
**AREA OR PROGRAM AFFECTED:** WIOA  
**DOCUMENT TYPE:** POLICY  
**DESCRIPTION OF CHANGE:** Replace PO-48 & 49, Updates Required

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1.0 PURPOSE:

1. To provide updated Local Policy guidelines for On-the-Job Training (OJT) and related CareerSource Palm Beach County (CSPBC) services.

2.0 APPLICATION:

1. This document applies to all CSPBC staff responsible for the execution of contracts and the delivery of OJT services.

3.0 DEFINITIONS:

1. OJT - On-the-Job Training
2. DEO - Department of Economic Opportunity
3. ITA - Individual Training Account
4. SOC - Standard Occupations Classification
5. SVP - Specific Vocational Preparation
6. EF - EmployFlorida
7. O*NET - Occupational Information Network
8. WIOA - Workforce Innovation Opportunity Act
9. CSPBC - CareerSource Palm Beach County

4.0 REFERENCE DOCUMENTS:

1. Final Guidance - On the Job Training (AWI FG 00-009)
   http://www.floridajobs.org/pdg/administration/009%20on-the-job%20training.rtf
2. The Workforce Innovation and Opportunity Act (WIOA) Final Rules dated July 22, 2014,
   https://www.doleta.gov/wioa/about/final-rules/
3. O*NET online: https://www.onetonline.org/
6. CareerSource Florida On-the-Job Training Administrative Policy Number 009,
7. Training and Employment Guidance TEGL 13-15,

5.0 MATERIALS REQUIRED:

1. Access to EmployFlorida (EF) www.employflorida.com
2. Access to O*Net www.onetonline.org
3. Access to Gazelle web-based tracking system.
6.0 POLICY:

On-the-Job Training (OJT) is defined as training conducted by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge or occupational skills essential for the full and adequate performance of the job; provides reimbursement to the employer of up to fifty percent (50%) of the wage rate of the participant or the OJT wage cap, whichever is lower. WIOA Section 134(c)(3)(H) of WIOA does allow the reimbursement level to be increased to seventy-five percent (75%) for the extraordinary costs of providing the training and additional supervision related to the training, and is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant as appropriate. Factors used to justify the increase in reimbursement percentage must be documented and include the following:

1. Characteristics of the participants, taking into consideration whether they are individuals with barriers to employment;
2. The size of the employer (number of employees), with an emphasis on small businesses;
3. The quality of employer-provided training and advancement opportunities (e.g. if the OJT is for an in-demand occupation and will lead to an industry-recognized credential); and
4. Other factors deemed appropriate (e.g. number of employees participating in the training, wage and benefit levels of the employees, and the relation of the training to the competitiveness of the participant.

Eligibility

An individual who meets WIOA eligibility may be considered for OJT when the eligibility requirements for the WIOA Adult, Dislocated Worker or Young Adult programs have been met, and the participant has been determined to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency.

Priority of Service states that individuals must be served in the following order:

1. Veterans or eligible spouses receiving public assistance
2. Recipients of public assistance, other 'low income' individuals per Federal Low-Income Guidelines, or basic skills deficient
3. Individuals not "low income" but have one or more substantial barriers to employment
4. Veterans and eligible spouses
5. Underemployed adults

OJT contracts may be written for eligible employed workers when:

1. The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment, as determined by the LWDB policy (see PO-100)
2. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the LWDB in the local operating procedures (see PO-100)
3. There is a contract for the OJT with an employer or registered apprenticeship program sponsor in the public, private non-profit or private sector.

Participants are placed in OJT for occupations that are in demand in the local area, are appropriate for the program and included on the Regional Demands Occupations List, which can be found at https://www.careersourcepbc.com/Portals/0/Images/Job-Seeker/Attachments/R-TOL_19-20_LWDB21.pdf. Occupations or job types that are not suitable for OJT are occupations that are:

- Based on commission (based on sales not on an hourly wage)
- Seasonal in nature
- Less than part-time (less than or equal to 20 hours per week)

The following should be considered when determining if a participant is in need of training services:

1. Skill requirements of the occupation
2. Participant resume
   a. Review listed skills, education, and experience
   b. Ensure not previously employed by this employer in same or similar position

The OJT Training Plan must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.
1. The Training Plan will include a specific listing of the areas in which the individual will receive training, the percentage of training time that will be spent on each area, and pre-OJT and post-OJT assessments which are completed by the employer and ranked on a scale of 1-5 (5 being highest).
2. The Training Plan is signed and dated by WIOA eligibility staff, the employer, and the trainee prior to the initial start date of the OJT.
3. Monthly contact forms are provided to both the employer and the trainee that surveys adherence to the Training Plan, progress, areas of concern, potential barriers to successful completion of the OJT, demographic and/or employment updates.

Reverse Referrals

Reverse referral occurs when an individual is referred from a prospective employer to determine if the individual meets the employer’s hiring requirements for a specific position. Employers must not make or have made a hiring decision prior to the participant becoming eligible for the OJT program. Reverse referrals may be permitted only when:

1. The individual progresses through the usual intake process and meets all requirements for eligibility;
2. The individual service strategy indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening;
3. The employer meets all the eligibility requirements under this policy; and
4. The employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

OJT Requirements

1. OJT Agreements will be provided to employers in accordance with the Workforce Innovation Opportunity Act 2014, Public Law No 113-128 Section 3 (44)(A-C).
2. OJT maximum training reimbursement will be calculated as follows:
   - 40 hours per week multiplied by the total number of weeks multiplied by the reimbursement percentage (50% or 75%)
3. OJT Agreements must be fully executed (signed) by employer and CSPBC prior to the start of training in order for employer to be eligible for reimbursement.
4. OJT Agreements will be in effect for a 2-year period (exceptions: USDOL Waiver or special program) with individual training plans attached to the Agreement for each individual participant detailing:
   - Name of trainee, employer name/phone number, training start and end date.
   - Occupation, corresponding O*NET and SVP Codes.
   - Skills to be trained, pre- and post-assessment
5. OJT reimbursement will only be approved by CSPBC for trainees hired by employer who are certified WIOA eligible prior to start of employment.
6. Final OJT reimbursement will be made upon successful completion of training plan and receipt by CSPBC of all necessary documentation provided by the employer as defined by but not limited to employer payroll register for trainee, time sheet, and invoice to CSPBC from employer.
7. OJT training plan development and length of training will be determined by CSPBC staff and will:
   - Be based on the Specific Vocational Preparation (SVP) code determined in O*Net, and
   - Be either 3 months or 6 months (no more than 1,040 hours), except in very unusual circumstances where the SVP range is less than 5, and
   - Be customized to the participant with a pre- and post-assessment by the employer (score 1 (low) to 5 (high))
8. OJT Agreements will only be developed for employers who:
   - Agree to hire, train and retain WIOA eligible participants
   - Provide regular, full-time employment (full-time defined as 32 hours a week or more).
c. Provide a self-sufficient wage as required by CSPBC

d. Provide benefits

c. Have been in business for at least 1 year with a brick and mortar location

f. Have not laid off any employees within 120 days prior to the execution of the OJT Agreement

g. Have maintained 75% retention (30 days after training end date)

9. OJT Agreements will not be provided to any business that is engaged in sectarian activities or that uses funds for political or discrimination purposes.

10. Employers that have not maintained a 75% retention (30 days after training end date) will be excluded from the program for a period of 2 years from the training end date of the last training plan.

Implementation:

1. The On-the-Job Training program is introduced to employers by the Business Services Department or other assigned staff

2. Prior to taking a job order and/or recruiting for an OJT position the Business Services Department ensures that a fully-executed Agreement, employer Data Sheet, and Vendor Conflict-of-Interest form is completed and submitted to the Contracts Manager

3. Job orders are submitted and posted

4. All candidates, including reverse-referrals, are directed to complete an EF registration, complete the WIOA eligibility application, and submit an up-to-date resume for consideration

5. WIOA eligibility staff review candidate documentation for qualifications and eligibility

6. Resumes of qualified, eligible applicants are forwarded to the employer for consideration and scheduling of interviews

7. WIOA eligibility staff and the employer collaborate to prepare a Training Plan for the successful candidate that is based on that individual’s skills gaps and training needs

8. WIOA eligibility staff conduct a face-to-face meeting with the successful candidate to verify full understanding of the program, obtain signature on Training Plan, confirm anticipated start date, and explain/provide monthly contact form

9. The post-assessment is conducted by the employer on the first day of employment and submitted to WIOA eligibility staff, the completed and signed copy of which also verifies the start date of the OJT.

10. Invoices are submitted by employer in accordance with the OJT Vendor Agreement

7.0 FLOWCHARTS:

N/A
## SIGNATURE PAGE

### DOCUMENT APPROVALS

(ELECTRONIC DISTRIBUTION PROCESS)

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CONSUMER REPORT CARD

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<td>Executive Certificate in Project Management + Six Sigma Green Belt</td>
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<td>Intership</td>
<td>Online</td>
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<td><strong>PC Professor-Is</strong></td>
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<td><strong>Private Investigator Training Institute-Is</strong></td>
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<td><strong>Sacred Heart International Institute, Inc.-Is</strong></td>
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<tr>
<td>Practical Nurse</td>
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<td><strong>South Tech Charter Academy</strong></td>
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<tr>
<td>Medical Billing and Coding</td>
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<td><strong>Suncoast Trucking Academy - Moore Haven Campus</strong></td>
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<td><strong>Techni-Pro Institute, Llc.-Is</strong></td>
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<tr>
<td>Nursing-As</td>
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LEVELS OF ACHIEVEMENT FOR TRAINING PROVIDERS

In order for a training program to be considered for CareerSource Palm Beach County renewal, the program must achieve satisfactory completion in two categories.

The first level of achievement measures the total number of participants who complete training. The second level of achievement measures the total number of participants who complete the course and obtain a training related job placement. To be considered for contract renewal a course must meet or exceed the standards for both completion and training related job placement and remain on the Targeted Occupations List.

A. 1st LEVEL OF ACHIEVEMENT: TRAINING COMPLETION

Of 75 courses which have had referrals during calendar year 2018 (January 1ST, 2018 to December 31ST, 2018), 74 met the first performance measure for contract renewal. The remaining course did not have enough completers to meet the performance requirements, see list below:

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palm Beach State College-Cs</td>
<td>Welding</td>
</tr>
</tbody>
</table>

B. 2nd LEVEL OF ACHIEVEMENT: PARTICIPANT OBTAINS TRAINING RELATED PLACEMENT

The requirement for Training Related Placement is made up of those students who graduated during calendar year 2018 and obtained training related placement. 70 of the 75 courses that met the first performance measure or level of achievement also met the second performance measure for contract renewal (“total number of participants who completed a course and obtained a training related job placement”).

5 courses with 2018 graduates in the review period have yet to meet the second performance measure for contract renewal “total number of participants who complete a course and obtain a training related job placement”, see list below:

<table>
<thead>
<tr>
<th>Provider/Course</th>
<th>Completers</th>
<th>Actual Training Related Placement Total</th>
<th>Required Training Related Placement Total</th>
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</thead>
<tbody>
<tr>
<td>Florida Atlantic Univ-Boca</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paralegal/Legal Assistant Certificate Program</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Palm Beach State College-Cs</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Electrical</td>
<td>5</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Nursing-A</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Phlebotomy</td>
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<td>Techni-Pro Institute, Llc.-Is</td>
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Public Notice

NOTICE OF 30 DAY PUBLIC COMMENT PERIOD

PUBLIC NOTICE: CAREERSOURCE PALM BEACH COUNTY, INC. LOCAL WORKFORCE DEVELOPMENT AREA 21 NOTICE OF 30-DAY PUBLIC COMMENT PERIOD TO APPROVE AN ADDENDUM OF FOUR YEAR PLAN

NOTICE IS HEREBY GIVEN: Through this announcement CareerSource Palm Beach County, Inc. is soliciting public comment for a 30-day review period to an addendum of its Four Year Plan under the Workforce Innovation and Opportunity Act for the period 7/1/2016 through 6/30/2020. The review period will end on March 2, 2010. The draft addendum to the Four Year Plan may be reviewed at the CareerSource Palm Beach County, Inc’s office, 3400 Belvedere Road, West Palm Beach, Florida 33405, during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m. throughout the review period. The plan may also be reviewed at the CareerSource Palm Beach County, Inc’s website: www.careersourcepbc.com. Written comments may be submitted to CareerSource Palm Beach County, Inc via e-mail to ppignataro@careersourcepbc.com or fax (561) 340-1062 during the review period.

Attachment:

Workforce Innovation Opportunity Act Local Plan for Program years 2017-2020

Central Career Center
3400 Belvedere Road
West Palm Beach, FL 33405

West Career Center
1095 South Main Street
Bell Glade, FL 33430

Detray Career Cottage
185 NW 5th Avenue
Delray Beach, FL 33444