



Local Workforce Development Area 23

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INTRODUCTION

These guidelines direct the first local plan submitted by your area under the 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 plan to the state. The WIOA four-year plan will be effective July 1, 2016 – June 30, 2020. The law emphasizes the importance of collaboration and transparency in the development and submission of the plan. Affected entities and the public must have an opportunity to provide input in the development of the plan. The local board must make the plan available through electronic means and in open meetings in order to ensure transparency to the public.

The LWDBs must provide leadership in assembling their plan. LWDBs also should seek broad stakeholder involvement in the development of their local plan. Local elected officials, local workforce development board members, core program partners and mandatory one-stop partners must be an integral part of the planning process. WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. Each plan will address how the LWDB will coordinate service delivery with the new core programs of Vocational Rehabilitation, Blind Services and Adult Education.

Each LWDB's plan should be based on the current and projected needs of the workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for job seekers, including those with disabilities, and employers. The plan must include an identification of the education and skill needs of the workforce and employment needs of the local area and include an analysis of the strengths and weaknesses of services to address these identified needs. The assessment must include 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 LWDB should provide a complete view of the system-wide needs of the local workforce development area.

The plan must address how the LWDB 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 local plan must lead to greater efficiencies by reducing duplication and maximizing financial and human resources. These plan guidelines require LWDBs to address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce system and its focus on customer service excellence. This plan should align with the business- and market-driven principles of the CareerSource Florida network.

PROCESS FOR PLAN SUBMITTAL

CareerSource Florida, Inc. in partnership with DEO will provide instructions for submitting plans to an FTP site to allow local workforce development boards to upload their plans and required attachments. All plans must be submitted no later than 5:00 p.m. (EST) on April 30, 2016.

Prior to plan submission, please ensure:

- The local board has reviewed and approved the plan;
- The board chair and the chief elected official have signed the signature page , with an original submitted to CareerSource Florida by mail and a scanned copy sent to FloridaWIOA@careersourceflorida.com;
- The structure and numbering follows the plan instructions format;
- The plan is one continuous and searchable PDF document that includes all attachments;
- Responses to all questions are informative and concise;
- The name of the region, the page number and plan submission date are listed in the footer of the document;
- A table of contents with page numbers is included and each page of the plan is numbered; and
- Text typed with a font size of 11 or greater.

Please send an email to FloridaWIOA@careersourceflorida.com to confirm plan submission and begin its official Department of Economic Opportunity (DEO) review. Upon submission, all plans will be reviewed immediately for completeness and adherence to plan formatting requirements. If there are questions or concerns, LWDBs will be notified. The content of plans will be reviewed by both DEO and CSF staff with a recommendation for approval/disapproval provided to the CSF Board of Directors at its meeting scheduled for May 26, 2016. A recommendation for approval will be made unless the staff review indicates that: (1) there are deficiencies in local workforce investment activities that have not been addressed, or (2) the plan is determined inconsistent with WIOA and the regulations of WIOA, including required public comment provisions.

KEY DATES

Local Plan Guidelines Issued.....	November 12, 2015
Local Plan Consultation Meeting.....	November 18, 2015
Local Plan Instruction Webinar	December 8, 2015
WIOA State Plan Due	March 3, 2016
Local Plans Due	April 30, 2016
Local Plans Approved.....	May 26, 2016
WIOA Program Year 2016 Begins	July 1, 2016

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

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), Florida 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 focused 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 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 Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent, and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices, and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment, and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing and post-secondary education opportunities.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s) (CEO)

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

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Miami-Dade County Mayor, Carlos A. Gimenez
Office of the Mayor, Stephen P. Clark Center
111 NW 1st Street, Miami, FL 33128
(305) 375-5071; mayor@miamidade.gov

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

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On March 7, 2006, the Miami-Dade County Board of County Commissioners (MDCBCC) adopted a resolution approving an Interlocal Agreement between the chief elected officials of Miami-Dade and Monroe counties. The Interlocal Agreement was extended in February of 2013. The approval of the agreement created the South Florida Workforce Investment Board (SFWIB) and its current administrative structure. Key elements of the agreement include: (1) the roles and responsibilities of the SFWIB; (2) the election of a chairperson and members of the SFWIB as required by Federal and State law; (3) the roles and responsibilities of the SFWIB Executive Director; and (4) termination provisions.

[Exhibit_A_Interlocal Agreement/By Laws](#)

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

[Exhibit_A_Interlocal Agreement/By-Laws](#)

D. Describe the by-laws established by the CEO to address the criteria contained in §679.310(g) of the proposed WIOA regulations:

- i. The nomination process used by the CEO to elect the local board chair and members;

The nomination process used by the CEO to elect the local board chair and members is composed in such a manner as to meet the requirements of Federal and State law. The SFWIB Executive Director will notify the CEO of any vacancies of the board. All nominees are required to complete an SFWIB Board Membership application for review, evaluation and submittal to the CEO for approval.

Exhibit_A_Interlocal Agreement/By-Laws

- ii. The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;

Members of the SFWIB serve at the pleasure of the Chief Elected Official who appointed the member for such term as determined by the Chief Elected Official who appointed the member. However, no member of the SFWIB shall be appointed to serve a term greater than two years. The SFWIB members may be reappointed by the Chief Elected Official who appointed the SFWIB member. Members are selected on odd and even years thereby ensuring a level of consistency in membership and workforce board experience.

- iii. The process to notify the CEO of a board member vacancy to ensure a prompt nominee;

The SFWIB Executive Director will notify the CEO of any vacancies of the board. All nominees are required to complete an SFWIB Board Membership application for review, evaluation and submittal to the CEO for approval.

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

CSSF has an interlocal agreement that does not allow voting by proxy and for an alternative designee to represent a board meeting. In accordance with Article 1 section 1 of the Interlocal Agreement only appointed members of the SFWIB are able to attend committee and board meetings.

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

In accordance with Miami-Dade and Monroe Counties Commission procedures, the South Florida Workforce Investment Board prohibits the use of phone and web-based meetings. All SFWIB members are required to attend meetings in person. However, the SFWIB has long been a proponent of the use of technology as a tool for new and inventive ways by which to conduct business. The SFWIB is currently transitioning from the use of paper agenda packages to electronic material. During full board and council meetings, each member will be provided use of a laptop computer to view full agenda and board relevant materials.

This conversion will not only save money by eliminating the need to make a hard copies of agenda material, but it will also help promote board member participation by making it easier and more convenient to obtain and review agenda information.

At present, board members are provided with full board and applicable council meeting agendas for review prior to each meeting. Agendas are also posted and accessible from the homepage via the web.

- 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 SFWIB members actively participates and convening of workforce development stakeholder through the following:

- Focus groups with key representatives of targeted industries
- Community workshops with jobseekers

- Conversation and information sharing with business and economic development partner (i.e., Greater Miami Chamber of Commerce, Beacon Council, Greater Miami Visitors & Convention Bureau, etc.), and;
- Advocacy meetings with elected officials.

vii. Any other conditions governing appointments or membership on the local board.

Not Applicable.

E. Provide a description of how the CEO was involved in the development, review and approval of the plan.

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The SFWIB staff is a part of the Administrative Services of Miami-Dade County, which report to the Honorable Mayor Carlos A. Gimenez, the CEO for Workforce Development Area (WDA) 23. SFWIB staff in collaboration with Mayor Gimenez’s office developed the plan through multiple workgroup meetings and teleconferences. Additionally, the SFWIB Executive Director met and discussed coordinated efforts with the CEO to review and approve the plan.

(2) Local Workforce Development Board (LWDB)

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

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Mr. Jeff Bridges – Represents the Private Business Sector
 SFWIB Chairman
 7300 Corporate Center Drive, #500
 Miami, FL 33126
 305-929-1501

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. Andy Perez – Represents the Private Business Sector
SFWIB Chairman
7300 Corporate Center Drive, #500
Miami, FL 33126
305-929-1501

- C. Provide a description of how the LWDB was involved in the development, review, and approval of the plan.
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In an effort to ensure comment and input was obtained in the development and review of the local plan developed by staff, it was reviewed by the Executive Committee and the Global Talent Competitive Council of the WDA 23 in open, public meetings. Their comments and responses were reviewed and integrated into the plan. The plan was advertised to the public through social media and placed on the CSSF website on March 1, 2016. All SFWIB / WDA 23 members and members of the region's economic development organizations, labor organizations, local education providers and core partners were notified of access to the plan and provided the opportunity to offer input into the plan. Comments and suggestions from WDA 23 members, members of the above mentioned organizations and the general public will be reviewed and integrated into the plan, as appropriate. The plan was reviewed by the full board at the SFWIB meeting on April 21, 2016.

(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
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The South Florida Workforce Investment Board dba CareerSource South Florida (CSSF) is the entity that receives and disburses grant funds. CSSF is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code.

CSSF, Workforce Development Area (WDA) 23, is one of 24 boards in the State of Florida and comprises the geographical area of Miami-Dade and Monroe Counties.

CSSF is composed of representatives of local private business, educational institutions, economic development agencies, labor organizations, community-based organizations, state agencies, and other individuals deemed appropriate who are responsible for shaping the local workforce development system in accordance with federal and state law. The Board conducts its business in accord with federal and state laws, the Inter-local Agreement creating the SFWIB for WDA 23 of the State of Florida, the By-Laws of the SFWIB, and its approved policies.

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- 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

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The entity that staffs the Workforce Development Board (WDB) for WDA 23 (commonly referred to as the administrative entity) and assists it in carrying out its responsibilities as a board organized under WIOA is CSSF, a governmental agency and instrumentality of both Miami-Dade and Monroe Counties.

Mr. Rick Beasley

South Florida Workforce Investment Board d/b/a CareerSource South Florida

7300 Corporate Center Drive, #500

Miami, FL 33126

305-929-1501

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- C. If a single entity has been 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, attach the agreement that describes how the entity will carry out its multiple responsibilities including how it will develop appropriate firewalls to guard against any conflict of interest.

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The Administrative Services of Miami-Dade County is the fiscal and administrative agent of the LWDB (SFWIB). Our Interlocal Agreement, which is attached, provides further details on the separation of duties and responsibilities. The SFWIB procures through a Request for Proposal, workforce service providers to conduct the daily

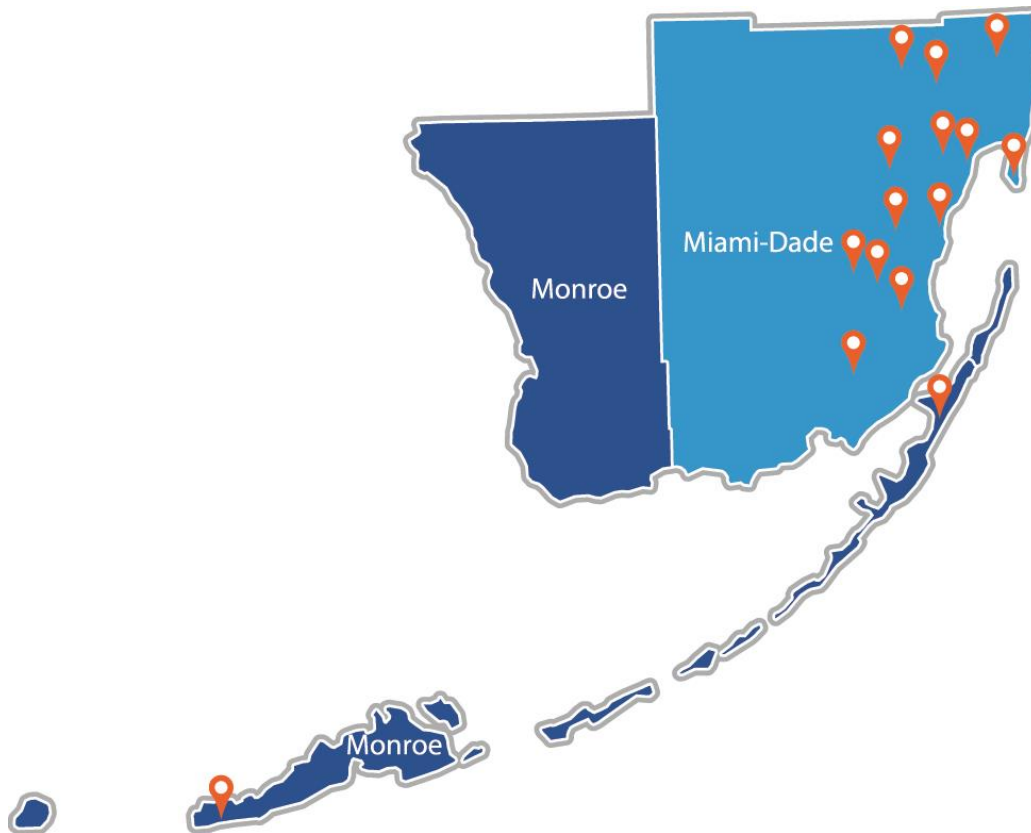
operations of providing direct services. Currently; SFWIB subcontracts the provision of workforce services with approximately five (5) service providers.

(4) One-Stop System

- A. Provide a description of the local one-stop system (including the number, type and location of full-service and other service delivery points).

Businesses and job seekers can access a broad range of specialized services and resources through any of the 14 Full Service CareerSource centers and 1 Re-employment center, or depending on the need, through one of our community-based partners. Due to strong strategic partnerships with community-based and faith-based organizations, CareerSource South Florida (CSSF) provides services to ex-offenders, youth, refugees and job seekers with disabilities. Additionally, employment services can be accessed through 14 Access Points (satellite centers) that are operated by community-based organizations.

Exhibit_B_CSSF Service Locations



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- 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.
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The days and time when service delivery offices are open to customers are Monday through Friday from 8am to 5pm.

All SFWIB Youth services are offered Monday thru Friday from 8:00 am to 5:00 pm.

Mobile Units are available throughout Miami-Dade and Monroe counties and schedules and locations vary based upon community need. Schedules are updated and provided via the CSSF website.

- C. Identify the entity or entities selected to operate the local one-stop center(s).
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The entities selected to operate the local CareerSource centers are community based organizations and private entities selected through a competitive procurement process. The entities currently contracted to operate the local centers are Youth Co-op Inc., Arbor E & T, LLC, the City of Miami, and Transition Inc.

- D. Identify the entity or entities selected to provide career services within the local one-stop system.
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The entities selected to provide career services within the local one-stop system are the same contracted service providers selected through a competitive procurement process to operate the local CareerSource centers. The entities currently contracted to operate the local centers are Youth Co-op Inc., Arbor E & T, LLC, the City of Miami, and Transition Inc.

- E. Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.
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Career services are provided by the contracted Service Provider staff and are delivered by associates trained to provide an array of basic and intensive services or case management to job seekers with the desired outcome of employment. The pathway to employment for each job seeker may vary depending upon an individual's unique circumstances/barriers.

In many instances the job seeker may be confused or uncertain as to how to search for employment, complete an employment application, or understand the employment/training opportunities available. CareerSource center staff is available to provide services that include but are not limited to:

- Career counseling
- Job search assistance
- Employability Workshops
- Assessments (skills/interest)
- Labor market information
- Referrals to appropriate employers with job openings, and/or training opportunities
- Career Training Enrollment

F. Pursuant to the CareerSource Florida Administrative Policy for One-Stop Certification, please provide the required attestation that at least one comprehensive one-stop center in your local area meets the certification requirements.

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Based on current guidelines, CareerSource South Florida hereby certifies that all 14 of its comprehensive One-Stop centers meet the CareerSource Florida Administrative Policy for One-Stop Certification requirements.

If in the future, there are additional requirements and/or guidelines, CareerSource South Florida will comply fully.

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:

Workforce Development Area (**WDA**) 23 which encompasses Miami-Dade and Monroe counties is the largest of the State of Florida's local workforce development boards and is one of the most dynamic areas in the nation in terms of its ethnic diversity as well as its vibrant finance, commerce, tourism, international trade, culture, media, arts and entertainment sectors.

With a population of over five million, Miami's metro area is the seventh most populous and fifth- largest urban area in the United States according to the U.S. Census Bureau. WDA 23 ended 2017 with a 4.5 percent unemployment rate in Miami Dade County and a 3.2 percent rate in Monroe County. Job growth in the area has steadily increased over the past 5 years but fluctuations in per capita personal income over the same period of time have caused growing concerns, especially in the middle class.

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

The Beacon Council (Miami Dade County's Economic Development Council), local businesses, education and civic leaders in collaboration with CSSF have identified seven industries that will be the points of focus in the council's efforts to diversify Miami-Dade's economy. Through the One Community One Goal (OCOG) strategy, these targeted industries include: Aviation, Banking & Finance, Creative Design, Hospitality & Tourism, Information Technology, Life Sciences & Healthcare, and Trade & Logistics.

An analysis of current and emerging industries in WDA 23 identifies six industries that project significant growth over the next seven years. These six industries are directly targeted under the OCOG strategy as a primary industry or as a first level sub-industry. The industries include:

- Trade, Transportation, and Utilities projected growth of 7.9 percent with an estimated 27,664 new job openings
- Education and Health Services projected growth of 18.3 percent with an estimated 31,234 new jobs
- Professional, Scientific, and Technical Services projected growth is 16.1 percent with an estimated 11,892 new jobs.
- Other significant industries included Leisure and Hospitality and Financial Services.

ANALYSIS OF EMERGING INDUSTRIES				
Workforce Development Area 23 - Miami-Dade and Monroe Counties				
	Employment		2015 - 2023 Change	
Title	2015	2023	Total	Percent
Industry Title	Current	Projected	Change	Percentage
Trade, Transportation, and Utilities	291,640	314,712	23,072	7.9
Education and Health Services	170,335	201,569	31,234	18.3
Professional, Scientific, and Technical Services	73,977	85,869	11,892	16.1
Leisure and Hospitality	146,735	161,033	14,298	9.7
Financial Activities	76,817	81,480	4,663	6.1

A closer look at sub-industries with the fastest projected growth over the same period of time shows that Construction of Buildings will see 38.2% growth while Nursing and Residence Care will increase by 24.3%. The next three industries include Ambulatory Health Care Services with a 24.2% gain, Museums, Historical Sites, and Similar Institutions 23.7 % and Electronics and Appliance Stores by 21.4%.

FASTEST-GROWING INDUSTRIES

Workforce Development Area 23 - Miami-Dade and Monroe Counties

Rank	Industry		Employment		2015 - 2023 Change	
	Code	Title	2015	2023	Total	Percent
1	236	Construction of Buildings	10,512	14,525	4,013	38.2
2	623	Nursing and Residential Care Facilities	16,933	21,047	4,114	24.3
3	621	Ambulatory Health Care Services	59,121	73,405	14,284	24.2
4	712	Museums, Historical Sites, and Similar Institutions	1,536	1,900	364	23.7
5	443	Electronics and Appliance Stores	7,889	9,574	1,685	21.4
6	610	Educational Services	31,124	37,539	6,415	20.6
7	562	Waste Management and Remediation Service	1,931	2,317	386	20.0
8	238	Specialty Trade Contractors	24,961	29,926	4,965	19.9
9	624	Social Assistance	17,786	21,002	3,216	18.1
10	550	Management of Companies and Enterprises	10,177	12,009	1,832	18.0
11	523	Securities, Commodity Contracts, and Other Investments	8,329	9,742	1,413	17.0
12	448	Clothing and Clothing Accessories Stores	24,111	28,007	3,896	16.2
13	540	Professional, Scientific, and Technical Services	73,977	85,869	11,892	16.1
14	485	Transit and Ground Passenger Transport	2,558	2,961	403	15.8
15	561	Administrative and Support Services	72,193	82,145	9,952	13.8
16	488	Support Activities for Transportation	20,194	22,808	2,614	12.9
17	425	Wholesale Electronic Markets and Agents and Brokers	9,799	11,010	1,211	12.4
18	452	General Merchandise Stores	25,893	28,821	2,928	11.3
19	930	Local Government	105,542	117,092	11,550	10.9
20	446	Health and Personal Care Stores	14,079	15,572	1,493	10.6

This table includes industries with a minimum of 900 jobs in 2015.

Further analysis indicates the target industries with the highest growth and identifies specific occupations within those industries that project the highest number of new job openings as indicated in the chart below.

INDUSTRIES GAINING THE MOST NEW JOBS

Workforce Development Area 23 - Miami-Dade and Monroe Counties

Rank	Industry		Employment		2015 - 2023 Change	
	Code	Title	2015	2023	Total	Percent
1	621	Ambulatory Health Care Services	59,121	73,405	14,284	24.2
2	540	Professional, Scientific, and Technical Services	73,977	85,869	11,892	16.1
3	930	Local Government	105,542	117,092	11,550	10.9
4	722	Food Services and Drinking Places	95,827	105,817	9,990	10.4
5	561	Administrative and Support Services	72,193	82,145	9,952	13.8
6	610	Educational Services	31,124	37,539	6,415	20.6
7	238	Specialty Trade Contractors	24,961	29,926	4,965	19.9
8	623	Nursing and Residential Care Facilities	16,933	21,047	4,114	24.3
9	236	Construction of Buildings	10,512	14,525	4,013	38.2
10	448	Clothing and Clothing Accessories Stores	24,111	28,007	3,896	16.2
11	721	Accommodation	35,822	39,283	3,461	9.7
12	624	Social Assistance	17,786	21,002	3,216	18.1
13	622	Hospitals	45,371	48,576	3,205	7.1
14	452	General Merchandise Stores	25,893	28,821	2,928	11.3
15	423	Merchant Wholesalers, Durable Goods	34,846	37,713	2,867	8.2
16	488	Support Activities for Transportation	20,194	22,808	2,614	12.9
17	550	Management of Companies and Enterprises	10,177	12,009	1,832	18.0
18	443	Electronics and Appliance Stores	7,889	9,574	1,685	21.4
19	441	Motor Vehicle and Parts Dealers	15,179	16,737	1,558	10.3
20	812	Personal and Laundry Services	15,660	17,162	1,502	9.6

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

Labor Market Information (LMI), Economic Development Reports for Miami Dade and Monroe Counties as well as in house data analysis are used to project current and future employment needs of the seven targeted industries, subindustries and related occupations. In recent analyses, CSSF identified the top five sub-industries of the OCOG targeted industries with the fastest projected growth as well as the top five that will be gaining the most new jobs. Those industries include:

1. Professional, Scientific, and Technical Services
2. Local Government
3. Food Services and Drinking Places
4. Administrative and Support Services
5. Ambulatory Health

Collectively, the aforementioned industries represent over 57,000 new openings in multiple occupations. By analyzing these occupations and the required skills/educational requirements, CSSF is able to project future training requirements that will be needed to provide a ready workforce.

In addition to the analyses conducted internally, CSSF works in partnership with area businesses and educational institutions not only in filling current vacancies but also to project future hiring needs.

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

CSSF breaks down the in-demand industries and occupations into four categories; High Growth/High Wage, High Growth/Low Wage, Low Growth/High Wage, and Low Growth/Low Wage.

Workforce Development Area 23 Industries and Occupations Categories	
High Growth, High Wage (Competitive)	this is considered a strong, advancing cluster with significant potential to develop further.
High Growth, Low Wage (Emerging)	is an emerging cluster that has not yet concentrated in the area but is expected to become concentrated over time. These clusters require special attention such as entrepreneurial assistance or new workforce training.
Low Growth, High Wage (Declining)	these clusters are more concentrated than average but are declining. The area should take action to retain existing jobs or replace with industries that will bring more jobs to the area. If not, these industries will likely enter a general recession.
Low Growth, Low Wage (Low Potential)	are declining in employment and are warning signs the region needs to attract additional businesses in substitute clusters to maintain a balanced and diverse economy. Cluster in this quadrant indicate a lack of competitiveness and should not be targeted.

Further analysis identifies the knowledge and skills future job seekers will need to meet the employment demand for the top five sub-industries of the OCOG targeted industries.

An analysis of the targeted industries’ projected growth statistics indicate:

- 30.32% of future jobs will be Low Growth/Low Wage
- 25.38% Will be High Growth/High Wage
- 23.68% Will be Low Growth/High Wage
- 20.62% Will be High Growth/Low Wage

Conversely, when looking at the skills required in the same category, analysis of the Low Growth /Low Wage occupations data shows:

- 36% of future jobs under this category will require Post-secondary Vocational Education
- 28% will require a High School Diploma
- 25% will require less than a High School Diploma
- 4.5% will require a Bachelor’s Degree
- 4% will require an Associate’s Degree

Analysis of the High Growth/High Wage occupations data shows:

- 33% of future jobs under this category will require the job seekers to at a minimum a Bachelor’s Degree

- 31% of future jobs in this category will require a Master's Degree of higher
- 17% will require an Associate's Degree
- 18% will require a Post-secondary Vocational Education
- 1% will require a High School Diploma

Analysis of the Low Growth/High Wage occupations data shows:

- 36.7% will require Post-secondary Vocational Education
- 25% will require a Bachelor's Degree
- 23% will require a Associates Degree
- 8% will require a High School Diploma
- 5.4% will require a Master's Degree or higher

Analysis of the High Growth/Low Wage occupations data shows:

- 44% will require Post-secondary Vocational Education
- 19% will require a High School Diploma
- 16% will require less than a High School Diploma
- 9% will require an Associate's Degree
- 6.6% will require a Bachelor's Degree
- 4.13% will require a Master's Degree or higher

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

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The Bureau of Labor and Statistics estimates the population of area 23 to be just over 2.6 million people. The state of Florida's Department of Economic opportunity estimated the labor force for Miami Dade to be 1,345,811 able bodied workers, 1,269,968 of which are currently employed and 75,843 unemployed for an unemployment rate of 5.7%. In Monroe

County the labor force is estimated to be 46,780 abled bodied workers, of which 45,238 are employed and 1,542 are unemployed for a rate of 3.2%.

2015 ended with Area 23 having an unemployment rate of 4.5%. Of the estimated 77,385 unemployed workers:

4,417 have less than a high school diploma; future projections for these job seekers indicate they will find success in the High Growth/Low Wage category in which the job seeker would qualify for 16.5% of future openings, or the Low Growth/Low Wage category in which they would qualify for 25% of the projected openings.

4,179 have a high school diploma but no college; future projections for these job seekers indicate they will find success in the High Growth/Low Wage category in which the job seeker would qualify for 19% of future openings, or the Low Growth/Low Wage category in which they would qualify 28% for of the projected openings

3,327 have some college; future projections for these job seekers indicate they will find success in the High Growth/Low Wage category in which the job seeker would qualify for 17% of future openings, or the Low Growth/High Wage category in which they would qualify 23% for of the projected openings

1,935 have a Bachelor's Degree or higher; future projections for these job seekers indicate they will find success in the High Growth/High Wage category in which the job seeker would qualify for 33% of future openings, or the Low Growth/High Wage category in which they would qualify 25% for of the projected openings

Area 23 will have more than enough job seekers at the high school graduate and below level, but there are some concerns that will need to be addressed to meet future demand. In the High Growth/High Wage category, 50% of future openings will require a college degree, preferably a Bachelor's Degree, while almost one third will require a master's degree or higher. The current area's unemployment pool indicates that only 2.5% (less than 2,000) have a degree. This is also true of the Low Growth/High Wage category where 48% of future openings will require candidates to have a college degree.

In the three remaining categories, the need for post-secondary vocational education will continue to increase and will play a key role in the overall unemployment rates in satisfying the future demand of employers. The analysis indicates that 36.7 % of future openings will be in the Low Growth/High Wage category and 44% of future openings in the High Growth/Low Wage category.

Another area to address is job seekers with disabilities and barriers to employment. According to a 2016 report conducted by the Florida Chamber, unemployment for people with disabilities is nearly three times the overall jobless rate in South Florida. The Department of Justice Bureau of Justice Statistics (BJS) has estimated that nearly three quarters of all released prisoners will be rearrested within five years of their release and about 6 in 10 will be reconvicted. Without solid work readiness programs that assist clients in obtaining self-sustaining employment many of these clients will become a victim of recidivism. Many studies have indicated that reentry initiatives that combine work training and placement with counseling and housing assistance can reduce recidivism rates.

CSSF has also prioritizes at-risk youth. Clearly, to break the cycle of low educational attainment and poverty, the Board will continue to partner with Miami-Dade County Public Schools and the Monroe County School District to help prepare high school students to enter the world of work.

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- (4) Please provide an analysis of the workforce development activities (including education and training) in the region, 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 region. WIOA §108(b)(1)(D) and §108(b)(7)
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Considering the statistics, demographics and the impact the economic downturn has had on the region, CSSF partnered with local agencies to design strategies to deliver the skilled workforce that meets the labor demand for new, expanding or relocating businesses. CSSF is on the steering committee for the One Community One Goal (**OCOG**) initiative and is committed to closing the existing skills gaps through excellence in education, economic and workforce development. The priority is on training in the region's high growth industries with

a focus on those job seekers who are most in need of developing the skills required by area businesses.

CareerSource South Florida in partnership with the Beacon Council, University of Miami, Baptist Health South, Greater Miami Chamber of Commerce, Greater Miami Conventions and Visitors Bureau, Miami Dade College, Miami Dade County, Miami Dade Public Schools, Port of Miami, St. Thomas University, Florida International University, and the United Way of Miami-Dade, to name a few, provided input, research, data analysis, and served on the Steering Committee to develop the roadmap for the region. The result of the collaboration is four detailed and comprehensive reports that provide critical analysis and insight for growing the region and closing the skills gap. The reports were completed in four phase and yielded the following:

Report One: Competitive Assessment, this report provides an honest assessment of local needs, differing strengths, challenges and future potential unique to Area 23.

Report Two: Target Industries, provides a single set of recommended target industries and niche sectors and educates the region's leadership and community on the inner workings of each. The list is based on the Competitive Assessment of local assets and industry trends outlined in Report One.

Report Three: Education Assets Inventory addresses the skills development needed for the region's future growth. The skills, education and training assets in the community are identified.

Report Four: Target Industries Strategies provides a roadmap for job growth and long-term economic success.

The reports and other information are available at www.onecommunityonegoal.com

In an ongoing effort to provide services to support the vision noted above, CSSF quickly identified some strengths and weaknesses in our one-stop operations. One such strength is the ability to specifically focus on key targeted industries with the fastest growth potential. These focuses lead to the creation of the Employ Miami Dade initiative. In partnership with

the Honorable Miami Dade County Mayor Carlos A. Gimenez and other local agencies, CSSF launched an initiative that provides training and employment opportunities for Miami-Dade County residents. The objective is to strengthen the economic development of the community by educating and providing employment opportunities for job seekers residing in the highest areas of unemployment in the County that are traditionally overlooked and underserved. The ultimate goal of the project is to reduce crime and poverty by engaging those that reside in the targeted zip codes. EMD provides a talent supply to address the needs of the industry while positively impacting the economic status of the community.

The initiative incorporates five service strategies to assist job seekers in obtaining and retaining employment:

1. Recruitment
2. Work Readiness
3. Training
4. Placement / Entrepreneurship / Apprenticeship
5. Retention

Employ Miami Dade focuses on training in the targeted industry sectors of the One Community One Goal strategic plan, where employment growth is essential to making this project a success while increasing employment that will help the residents become self-sufficient.

Another strength that CSSF has been able to capitalize on is having the largest community college in the nation within our area. CSSF has partnered with Miami Dade College and various other community and economic development partners to offer training in targeted industry specific cohorts. The “cohorts” are customized short term trainings in industry sectors with limited skilled talent supply in-demand occupations. This same partnership is now expanding into various apprenticeship models as well. In addition to these concepts, CSSF also utilized the more traditional practices of On-the-Job Training (OJT), Employed Worker Training (EWT), Customized Training (CT) and Paid Work Experience (PWE) to address any skills gaps that may be present in job seekers.

While identifying many strengths in the way CSSF conducts programs, one glaring weakness showed repeatedly and that is the need for ongoing, real-time data and input from the business community. To address this issue CSSF created the Business Advisory Council (BAC). The BAC was established to cut through the complexities of the workforce profession/system to ensure that the CSSF speaks the language of the employer, focuses on and anticipates the needs of the business. This group of professionals assists in providing pertinent information on how to effectively meet the growing need for skilled workers and how best to engage businesses when working with special and/or target populations and high-demand industries. As a result of the roundtable and focus group discussions, CSSF tailors the delivery of its business services and programs to address the skill needs identified by local businesses.

The feedback from the BAC is provided to OCOG and incorporated into the CSSF strategic plan to further assist in the best ways to continue engaging the business community, align target industries with those seen in the OCOG report, standards used to recruit leaders, set agendas, and ensure high-performance and service delivery strategies. Although CSSF believes that they are addressing the issue as best they can, the latency commonly associated with bureaucracy, program design and approval, and redundancy in eligibility requirements will continue to affect CSSF's capacity to effectively provide real programs in a timely manner.

Despite the challenges that may present themselves, CSSF believes they have the capacity to provide meaningful services at a level that will have a significant impact on the local community. For example to specifically address the needs of individuals identified with barriers to employment, CSSF, in partnership with Transition, Inc., provides training, employment and support services to ex-offenders for re-entry into the workforce and the community. The AARP is another partner agency that provides employment and referral services to the 55+ age group. CSSF also partners with various community and faith-based organizations to assist the Refugee and At-Risk Youth populations. CSSF places a special priority on this segment of the population.

CSSF's Veteran Services staff provides training, employment and support services to the more than 65,000 veterans in the region.

CSSF also partners with chambers of commerce, State and local economic development agencies, community and faith-based organizations actively participate in regional, national, and international efforts to bring business to the region. CSSF's role in the various partnerships is to deliver the skilled workforce that meets the labor demand for existing, new, expanding or relocating businesses. With a shared vision of a world-class labor force, CSSF and its business partners are strongly committed to excellence in education and workforce development.

- (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)
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All services specified in the WIOA legislation are available to Adults and Dislocated Workers either directly in the Area's Career Centers or through the vast network of public and private training institutions, including the school districts, vocational technical centers, community colleges, private proprietary schools, and four-year public and private educational institutions.

CSSF's delivery of WIOA workforce services for adult and dislocated worker employment and training activities in the local area include but not limited to:

Jobseeker Services:

1. **Basic Services** such as current Labor Market Information, standard job referrals, Re-employment assistance information, and supportive services information.
2. **Individualized Services** such as Comprehensive assessment, Individual Prevocational Services (Employability Skills), Individualized Employment Plan, Out-of-area Job Search, Workforce preparation, Internships/Paid Work Experience (PWE), Financial literacy services, and English language acquisition.
3. **Training Services** such as Occupational Skills Training, Employed Worker Training, Customized Training, On-The-Job-Training, Transitional Jobs and Entrepreneurial and Self-Employment Training.

The Area's website provides jobseekers with information for the locations, all services, and activities provided through CareerSource centers.

CSSF encourages the development of training modules that facilitate career development in high demand occupational areas through the educational scholarships or Individual Training Account (ITA) referral vouchers. Educational scholarships and ITA's can only be used at CSSF approved institutions i.e., public educational institutions, Miami-Dade County Public Schools, or private vocational schools and colleges. Further, all training must be in occupations that are on the State and Regional Targeted Occupations List. Current employment statistics for Adult and Dislocated Workers in Area 23 show that this category of job seekers has the highest placement rate of all of the "hard to serve" categories.

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- (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)

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CSSF's youth service providers serve all at-risk youth populations within in-school and out-of-school youth programs.

In-School and Out-of-School Youth: Services delivered to youth include but are not limited to:

- Objective and comprehensive assessment services
- Counseling
- Academic support and tutoring
- Obtaining a diploma
- GED preparation and testing
- Post-secondary education and vocational training
- Job referrals and employment
- Work readiness and work maturity skills training
- Internship/ work experience activities
- Military information
- Support services
- Referrals to CareerSource center Locations

- Mentoring and leadership development
- Job Corps information/ referrals

Procedures are implemented to target and provide workforce services to youth with the following barriers:

Foster Care/Aging out of Foster Care Youth: The foster care youth population service delivery includes, but is not limited to:

- Counseling
- Assistance with social service referrals (mental health/ medical)
- Tutoring and academic supports
- Employability skills/ life skills training
- Job referrals
- Leadership development skills
- Support services
- Mentoring activities

Youth Offenders: The primary services to youth offenders include, but are not limited to:

- Work readiness and work maturity skills training
- Comprehensive counseling
- Assistance to attain employment
- Liaison with court system
- Collaboration with organizations that target youth offender population
- Development of strong partnerships to fill gaps in existing interventions
- Connect youth to caring adults

Youth with Disabilities: Services to youth with disabilities include, but are not limited to:

- Collaboration and linkages with community partners services youth with disabilities
- Completion of an Miami Dade County Public Schools (MDCPS) Individual Educational Plan (IEP) Specialized Counseling
- Customized work readiness skills

- Customized internships/ work experience
- Support services
- Provide referrals to resources in the community

Basic Skills Deficient: Services to youth who are basic skills deficient including, but are not limited to:

- Usage of standardized tests to determine basic skill levels
- Pre-testing and post-testing
- Tutoring
- Developmental activities to include individual or group academic activities
- Specialized instructions

To achieve the goal of strengthening our communities by impacting youth, CSSF has partnered with various organizations serving youth and those youth who are individuals with disabilities by exposing the young citizens in the WDA 23 community through youth workforce activities for successful entry into the workforce, a few of which are listed below:

CSSF has partnered with The National Flight Academy located in Pensacola, Florida to inspire and educate future generations of leaders through positive exposure to Naval Aviation. The program blends the culture and excitement of Aviation with 21st century technology and core competencies in an exclusive, entertaining and engaging immersive environment to provide a learning adventure with a lasting impact. Through the application of Science, Technology, Engineering, and Mathematical (STEM) concepts in a non-class learning environment, students gain confidence in themselves and their ability to pursue career pathways in these fields of study.

CSSF's Future Banker's Program in collaboration with Miami-Dade College's School of Business and the Center for Financial Training prepares students for a career in the financial services. The students' math and communication skills are enhanced through college-level work and participants land entry-level jobs at the completion of the internship at partnering financial internships. Students are eligible to receive an American Bankers Association, American Institute of Banking, Bank Teller Certificate at the successful completion of the program. This national industry standard certificate meets the educational requirement for the certification exam offered by the Institute of Certified Bankers. High

school graduates are eligible for a Miami-Dade College Vocational Certificate and can work toward an Associate of Science degree in Financial Services.

CSSF has taken it a step further by partnering with Florida Memorial University and their Black Males College Explorer Program by “Investing in the Future, for the Future”. The Black Males College Explorer Program is an invention program that is designed to develop programs and services that augment academic opportunities for minority students in middle and high schools and facilitate their efforts to complete high school, earn a college degree, find meaningful employment or pursue graduate studies.

CSSF continues to leverage resources that will increase WDA 23’s youth with the opportunity to obtain employment or pursue their education. CSSF in partnership with Take Stock in Children provides students with a Florida Pre-paid scholarship to attend college. The program also offers a school based mentoring program that assists at-risk, low-income students to stay out of trouble, graduate from high school, and become productive citizens by providing early intervention and long term support services. Take Stock in Children is a solution to one of the most critical problems facing Florida’s high dropout and youth crime rates.

LOCAL WORKFORCE DEVELOPMENT AREA (LWDA) VISION AND STRATEGIC GOALS

- (1) Please provide a description of 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) in order to support regional economic growth and economic self-sufficiency. WIOA §108(b)(1)(E).

The South Florida Workforce Investment Board dba CareerSource South Florida (CSSF) strategic vision is to continue to be a premier national provider of employment and career services. Our core purpose is to improve the quality of life through a workforce well equipped to meet industry demand.

With the implementation of the Workforce Innovation and Opportunity Act (WIOA), it was necessary for the Board to host its annual planning workshop to reevaluate the existing strategic goals. Moreover, it was an opportunity for SFWIB members to draft new 2016-2020 goals as required by the WIOA Local Plan.

Board members, in collaboration with SFWIB Staff, reached a consensus and the session culminated with the formation of six strategic goals for Area 23::

1. Build a Demand-Driven System with High Employer Engagement and Quality Business Services
2. Strengthen the One-Stop Delivery System and Increase Integrated Service Delivery
3. Improve Services for Individuals with Barriers to Employment
4. Dedicated Commitment to Youth Participation
5. High Return on Investment Through Continuous Improvement
6. Strong Workforce System Leadership

The six goals will influence future discussions and decisions.

With the implementation of WIOA, the Board established goals for the four committees that drive strategic planning for the agency:

- **Executive Committee** is responsible for making policy recommendations to the South Florida Workforce Investment Board, d/b/a CareerSource South Florida (CSSF) on the matters assigned to it by the Chair or, in the event of a vacancy in the office of the Chair, by the Vice-Chair. The focus of this committee is board governance with the following objectives:
 - Develop and recommend bylaw changes
 - Serve as the Board's nominating committee

- **Global Talent Competitiveness Council** is responsible for developing and delivering talent to meet marketplace needs to grow South Florida's legacy and infrastructure industries, as well as, those industries that hold promise and have been identified as economic development priorities for diversifying the regional economy with high-wage jobs. The Council advises the Board on the development and implementation of policies, strategies, programs, and activities affecting workforce development focusing on One Community One Goal identified targeted sectors. The focus of this council is region's economic development agenda and common strategic targets through the following three key objectives:
 - World-Class Talent Development
 - Youth and Future Talent Pipeline Development
 - Special Initiatives and Demonstration Projects

- **Performance Council** is responsible for ensuring compliance with the federal common measures and to review and analyze Career Center, Youth and Refugee performance outcomes. These include both programmatic and financial outcomes on measures such as job placements, cost per placement and return-on-investment. The council provides oversight and accountability for positive outcomes of Florida's federal common measures. The focus is on the region's shared workforce and economic development agenda to ensure the following objectives:
 - Design, recommend, and oversee statewide performance measures to include recommendations for policies and performance-based financial incentives.
 - Greater collaboration, effectiveness and efficiencies.

- **Finance and Efficiency Council** primary goal is to work to ensure that the board is in good financial health, that its assets are protected, and the board's resources are used

appropriately and accounted for sufficiently. Through this effort, the council assists the Board in ensuring that the resources available to the region for workforce training programs and support services are used effectively and efficiently with utmost accountability to maintain public confidence and support. The focus of this council is to maintain the following objectives:

- Directing the Allocation of Statewide Workforce Funding
- Safeguarding the Workforce System's Resources and Assets

Further, in 2011, the Beacon Council Economic Development Foundation, Inc. (The Foundation) launched the One Community One Goal (OCOG) initiative due to extreme changes in the global economy, the recession and the competition from cities for new investment and job creation. The purpose of OCOG is to provide Miami-Dade County with a roadmap for its future economic development success aimed at growing jobs and creating long-term sustainable prosperity in the region.

A decidedly targeted strategy was put in place that aligns education, workforce, economic development, and outreach activities around a shared set of objectives. In order to be successful, strong leadership from education, community and business organizations was needed to provide their expertise in achieving those objectives. CareerSource South Florida in partnership with the Beacon Council, University of Miami, Baptist Health South, Greater Miami Chamber of Commerce, Greater Miami Conventions and Visitors Bureau, Miami Dade College, Miami Dade County, Miami Dade Public Schools, Port of Miami, St. Thomas University, Florida International University, and the United Way of Miami-Dade, to name a few, provided input, research, data analysis, and served on the Steering Committee to develop the roadmap for the region.

The result of the collaboration is four detailed and comprehensive reports that provide critical analysis and insight for growing the region and closing the skills gap. The collaboration also yielded seven targeted industries which were adopted by the Board in 2012.

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- (2) Please 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.
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CareerSource South Florida will build on its successful partnerships with all core program partners (including Vocational Rehabilitation, Blind Services, and Adult Education) to align resources to achieve the Board's goals by developing and executing Memoranda of Understanding that include strategies to share customers, services, and costs in the implementation of the strategic plan. CSSF will continue expanding collaborative efforts with the Department of Vocational Rehabilitation as an Employer Network for the Social Security Administration's Ticket to Work Program.

Meetings are held regularly with the leadership of the core programs to discuss strategies to support each program in the attainment of WIOA performance indicators. Efforts to expand the current working relationship with the Miami Lighthouse for the Blind are currently underway to provide employment assistance and identify training opportunities.

With the formation of an integrated Business Service Teams across core program partners, the goal is to better coordinate services to businesses and manage customer relations through a single point of contact system. Disseminating information regarding business needs and labor market information to all program partners will increase demand-responsiveness in the operation of all core programs.

CSSF designs and develops new training courses with the Adult Technical Education Centers that addresses the needs of industry for key occupations. For example, a new training program is in development that will provide all of the necessary training for the city's Solid Waste Division.

Identify the frontline staff training needed to ensure a demand-driven system and co-sponsoring cross-program training and referral protocols to increase co-enrollment when feasible. Provide the opportunity when possible, to use a standardized, integrated data system for case management and reporting.

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- (3)** Please 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 Board's Strategic Goal 6 is "continue to be a high-performing board with strong system leadership." This goal will be accomplished through:

- Continue as the national leader in being a ROI-focused enterprise and using return-on-investment data to inform policy, strategy, and funding decisions
- Utilize LMI data to influence decision-making and policy development through continuous updating of labor market trends, including the Occupational Supply/Demand Matrix
- Be the state leader in developing and maximizing collaborative partnerships with all stakeholders and seek better representation on other boards
- Continue to hold the workforce system and programs accountable for efficient and effective operations through the leadership of the Board's three councils: Global Talent Competitiveness Council; Performance Council; and Finance and Efficiency Council
- Improve Board leadership through conducting continuous self-assessment of board functioning, enhancing new member orientation, increasing board member workforce system knowledge, and setting and enforcing meeting attendance expectations

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- (4)** Please 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.
-

The Board's Strategic Goal 3 is to "improve services for individuals with barriers to employment", including individuals with disabilities. This goal will be achieved through:

- Working with the Vocational Rehabilitation and Blind Services program partners and other organizations with expertise in serving individuals with disabilities to

seek advice on improving service access and service delivery in CareerSource Centers and all workforce programs

- Through a mutual partnership, the Division of Blind Services, Department of Vocational Rehabilitation, will continue to support CSSF by providing technical assistance that ensures all visual Americans with Disabilities Act (ADA) equipment and software is up to date and meeting the needs of visually impaired customers
- Career Advisor at the Division of Blind Services, Department of Vocational Rehabilitation, and the Department of Justice pre-release program partner with provider staff to develop job opportunities for their respective clients
- Operating as Employer Network for the Social Security Administration's Ticket – to- program will provide increased opportunities to engage the disabled population with a plan for self-sufficiency
- Improving employment outcomes for individuals with barriers to employment through performance payment incentives to service providers
- Complying with USDOL's WIOA Section 188 Nondiscrimination and Equal Opportunity Regulations by training program staff in its requirements and conducting continuous compliance monitoring

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

CSSF solicited the involvement of numerous stakeholders in the community and general public in the process of developing the local plan. Initially, CSSF formed a team of Board employees across all functions of the operations and charged them with engaging all interested parties and obtaining their feedback prior to developing the plan. Specifically, CSSF did the following:

- Five Online Questionnaires were posted online and accessible to the public from CSSF homepage. The questionnaires were tailored to specific sub-sets of the community: Businesses, General Public, Education Institutions/Partners, Youth Partners/Community Organizations, and Economic Development & Business Partners/Community Based Organizations.

- Two local plan outreach/focus group meetings.

1. Community Organizations and Providers

March 2, 2016 from 9:30am to 11:30am
 CBRE 5-Star Conference Center
 7415 Corporate Center Drive - The Everglades Room
 Miami, FL 33126

2. Economic Development/Business Organizations

March 3, 2016 from 9:30am to 11:30am
 CBRE 5-Star Conference Center
 7415 Corporate Center Drive - The Everglades Room
 Miami, FL 33126

- Strategic planning meeting with SFWIB Board Members on March 17, 2016
- Public forums at strategically important locations in the community:
 - Wednesday, **April 6, 2016 from 9:30-11:30 am** – Murray E. Nelson Government Center Key Largo
 - Thursday, **April 7, 2016 from 2-4 pm** – South Dade Regional Library
 - Thursday, **April 7, 2016 from 1-3 pm** – Marathon Government Center
 - Friday, **April 8, 2016 from 12 noon – 2 pm** – Harvey Government Center Key West
 - Friday, **April 8, 2016 from 12 noon – 2 pm** - Sant La Haitian Neighborhood Center, Inc.
 - Monday, **April 11, 2016 from 2 – 4pm** – Northeast Dade-Aventura Branch Library
 - Tuesday, **April 12, 2016 from 2-4 pm** – Allapattah Library
 - Wednesday, **April 13, 2016 from 12-2 pm** - West Dade Regional Library
 - Thursday, **April 14, 2016 from 2-4 pm** - North Dade Regional Library
 - Friday, **April 15, 2016 from 8-10 am** – The Beacon Council
- Economic Development and Chamber partners provided outreach support by promoting community participation in the development of the plan e.g., included

links to the surveys on their websites, newsletters, and email blasts and hosting outreach meetings.

- (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).
-

Each of the Board's goals relate to the achievement of federal performance accountability to support economic growth and self-sufficiency. CSSF has instituted a performance based contract system in which contracted providers are required to maintain a minimum score of 65 percent of the contracted performance measures in order to maintain their contract. Providers who do not achieve this score may have their contracts revoked for lack of performance and/or would not be allowed to bid again on another workforce contract.

The minimum requirements that make up the 65% score all meet or exceed the federal performance accountability measures. CSSF has developed a number of reports and an interactive Balance Scorecard that updates on a daily bases. The contracted providers have unrestricted access to these reports and able to monitor their performance real time. Monthly Performance Improvement Team (PIT) meetings are held with the provider staff and SFWIB staff to review these reports and discuss any challenges or issues that the providers may have. In addition to the daily reports, contracted providers are given a weekly performance update and a quarterly review at the end of each quarter. They are made aware on a regular basis where they stand with regards to the expected performance measures.

The Board's strategic goals will support high performance achievement with these six indicators through:

- **Board Goal 1:** "Build a demand-driven system with high employer engagement" will increase "employment and earnings" outcomes through system, program, and service responsiveness to employer needs and will increase "effectiveness in serving employers"

- **Board Goal 2:** “Strengthen the one-stop delivery system and increase integrated service delivery” will increase “employment, earnings, credentials, and skill attainment” outcomes for all program partners
- **Board Goal 3:** “Improve services for individuals with barriers to employment” will increase “employment, earnings, credentials, and skill attainment” outcomes for targeted individuals with barriers.
- **Board Goal 4:** “Commitment to Youth Participation in the 21st Century Economy” will emphasize career pathway partnerships to increase “employment, earnings, credentials, and skill attainment” outcomes for youth
- **Board Goal 5:** “Leverage Demand-Driven Management/Control Tools to Achieve Strong Performance with a High Return on Investment Through Continuous Improvement” will increase accountability for system and service provider outcomes in all six WIOA Performance Indicators
- **Board Goal 6:** “Continue to Be a High-Performing Board with Strong Workforce System Leadership” will support high performance outcomes in all six WIOA Performance Indicators through policy, funding, and oversight

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

Measures	PY 2017-2018 Performance Goals
Adults:	
Employed 2nd Qtr After Exit	89.00
Median Wage 2nd Quarter After Exit	7850
Dislocated Workers:	
Employed 2nd Qtr After Exit	83.00
Median Wage 2nd Quarter After Exit	\$6,850
Youth:	
Employed 2nd Qtr After Exit	76.00
Wagner Peyser:	

Employed 2nd Qtr After Exit	64.00
Median Wage 2nd Quarter After Exit	\$4,850

- (8) Please 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 South Florida (CSSF) serves as the administrative and fiscal agent for local workforce development area. CSSF uses a Balanced Scorecard to measure the performance of the contracted Service Partners that operate the 14 CareerSource centers throughout the local area. CSSF monitors the following measures:

Performance			
	Process Quality Measures	Standard	Region
1	Training Completion Rate	70%	
2	Training Completion Placement Rate	70%	
3	Training Related Placements	70%	
4	Number of Training Enrollments	165	
5	CAP Participation Rate	50%	
6	CAP Entered Employment Rate	40%	
7	WP Entered Employment Rate	50%	
8	Short-Term Veterans EER	50%	
9	WIOA Adult & Dislocated Worker EER	98%	
10	Employers Served	1,865	
11	Employer Services (Level 1)	1,187	
12	Jobs Openings Filled Rate	65%	
13	Referral Job Skills Match Average	80%	
Outcome Measures			
14	Employment (Obtained and Direct)	5,016	
15	Employed 2nd Qtr After Exit	90%	
16	Employed 4th Qtr After Exit	90%	
	17 Average Days to Employment	145	
	17a DJP Average Days to Employment	60	
	17b Obtained Average Days to Employment	167	
18	Employment Average Wage	\$14.58	
19	Cost Per Placement	\$566.18	
20	Net Economic Benefit	\$29,177.02	
21	Return on the Investment	\$51.53	

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

The definition of “self-sufficiency” standard utilized by Area 23 defines the minimum amount of cash resources needed in order for a family to meet its basic needs and be self-sufficient. Area 23 has separate definitions for self-sufficiency based on whether an individual at the time of application is unemployed or employed, and provides for a separate definition for dislocated workers and measuring outcomes.

Area 23 defines self-sufficiency for employed individuals, regardless of family size, as an employed individual earning the listed wage below:

- Hialeah and Homestead - \$31 per hour
- Miami-Dade County (\$32 per hour)
- Monroe County (\$33 per hour) The above standard is based on a calculation derived from the information found in the Wider Opportunities for Women (WOW) study, adjusted utilizing the consumer price index according to the U.S
- Department of Labor. The highest wage was utilized to ensure that the greatest number of employed individuals can be served while minimizing the burden to the employer for provision of information other than wage records to determine employee eligibility.

The Area defines self- sufficiency to be consistent with the Lower Living Standard Income Level (LLSIL) for a family of three (3), issued by the U.S. Department of Labor.

Adults unemployed at time of application, the Area utilizes the family self-sufficiency standard as defined by the Human Services Coalition-Wider Opportunities for Women Study.

The standard defines the amount of income necessary to meet the basic needs (including paying taxes) in the regular ‘marketplace’ without public subsidies-such as public housing, food stamps, Medicaid or child care-or private/informal subsidies-such as free babysitting by a relative or friend, food provided by churches or local food banks, or

shared housing. The standard, therefore, estimates the level of income necessary for a given family type –whether working now or making the transition to work- to be independent of welfare and/or other public and private subsidies.

The self-sufficiency standard for Dislocated Workers includes the highest of either the Adult standard as defined above or 80% of the pre-layoff wage. The self-sufficiency affects only eligibility determination at the training level for employed individuals.

Measuring outcomes for achievement of self-sufficiency is challenging. Area outcomes for self-sufficiency are measured through a combination of employment, wage, retention and educational outcomes data. Increases in attainment on any of these indicators point out that individuals served are taking the required steps to achieve self-sufficiency.

COORDINATION OF SERVICES

- (1) Coordination of programs/partners:** Please describe how individualized career services will be coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area will coordinate with these programs to prevent duplication and improve services to customers. TEGL 3-15

CSSF's customer flow chart is designed to provide wrap around care to the job seeker from the point of registration to the positive WIOA Application closure due to employment. In order to maximize services provided to the job seeker CareerSource has created partnerships with both mandated partners and other resources that are coordinated at the workforce board level to ensure uniformity and minimize any duplication of effort. These partnerships allow CareerSource to offer an integrated menu of workforce development services to employers and a host of potential jobseekers to include, but not limited to, the universal jobseeker, Temporary Aid to Needy Families (TANF) eligible individuals / Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance (RA) formerly Unemployment Compensation (UC) claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals, and Trade Adjustment Act (TAA).

Through the use of an integrated system clients are automatically screened for eligibility in multiple programs. Those clients who are deemed as eligible are dual enrolled in WIOA and other programs such as TANF. System integration always staff to use single documents to certify eligibility while streamlining the process and providing better quality service.

CSSF also host regular partner meetings and Performance Improvement Team Meetings with contracted providers and partnering agencies to ensure services are being offered in the most effective and cost efficient manner. This includes providing regular training to the region's Access Points workers who also provide workforce services.

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- (2) Coordination with Economic Development Activities:** Please provide a description of how the local board will coordinate workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located, and promote entrepreneurial training and microenterprise services. WIOA §108(b)(4)(iii)

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CSSF has always recognized the importance of a partnership between workforce and economic development. Engagement in activities with economic development partners is a community-wide effort that provides a more holistic approach that creates an environment where significant job creation can occur. Through the OCOG initiative, workforce, economic development, and education leaders crafted a unified vision for the future of the local community by placing greater emphasis on coordinating instead of duplicating efforts. It serves as a roadmap for future economic success and long term growth in the region. In addition to the OCOG, examples of coordinated efforts include:

- CSSF is the workforce development/recruitment entity for 17 plus **First Source** ordinances for projects throughout Miami Dade County government and various other municipalities and private developers throughout the Area. First Source is a job creation and economic development model that enables the CSSF and partner agencies to assist Miami-Dade County residents in finding employment. This initiative seeks to ensure local residents have the first opportunity for employment consideration from businesses, who receive a contract with Miami-Dade County (MDC) and other municipalities. The ordinances outline that prior to filling each

vacancy under a County contract; the successful Bidder must first notify CSSF of all job openings and list the vacancy via the First Source web portal. Companies must make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF, while other municipalities require 100%

- **Community Workforce Project (CWP) and Job Clearing House (JCH)** is another job development partnership with Miami Dade County through the Small Business Development (SBD) Division of Regulatory and Economic Resources Department (RER) that allows CSSF to fulfill recruitment and hiring needs for various capital improvement projects.
- **Employ Miami Dade (EMD)** is an initiative launched in partnership with Miami Dade County Mayor's office and other community and education partners that provides training and employment opportunities for Miami-Dade County. The intent of this initiative is to strengthen the economic development of the community by educating and providing employment to unemployed residents in targeted zip codes. EMD focuses on the targeted industry sectors of the One Community One Goal strategic plan, where employment growth is essential to making this project a success. Residents are trained and certified in one of the sectors with the goal of increasing employment that will help the residents become self-sufficient.
- Providing **Labor Market Information (LMI)** for private sector developers for prior to the release of RFP solicitations and post awards for the major multi-billion dollar development and re-development projects in the Area.
- Participating in joint meetings, events and provides assistance to important business contacts for local, national, and international companies in successfully establishing its presence and growing businesses in the area.
- A designated **Business Engagement Intermediary** is being employed and located in office of the Beacon Council, the local economic development partner, to better assist companies with specialized recruitment, referrals, financial and training incentives, and other workforce related needs.

- A majority of the 45 appointed members of the Board and applicable councils are from private sector companies that provide valuable feedback and participation in workforce planning.
- Over the last several years, CSSF and local economic development partners co-host **Business Roundtables** and other business outreach events throughout Miami Dade and Monroe counties. Business Roundtables provide a forum for business leaders and economic development agencies to discuss employment trends and industry needs. Members of CSSF are actively involved in the steering committee of the One Community One Goal (OCOG) initiative to further identify said needs. The process not only allows CSSF to better engage employers in workforce, it also grows jobs and business investments in the region. The roundtables provide an opportunity to glean valuable feedback as it relates to the training and skills needed for current and future talent supply.
- Partnering on future trends and training such as the **TechHire Miami** initiative. As the newly designated TechHire community, CSSF and its economic development and education partners will expand on its role as the employment intermediary for middle and high-skill technology occupations. The designation and partnership is therefore central to achieving the technology-focused goals of the initiative in the area. Recent history demonstrates that providers of formal training in computer science have not generated enough graduates to meet the growing level of demand for middle to high-skill technology positions, particularly in the software development realm. Increasingly, training providers are developing accelerated programs in the IT space that are geared specifically toward expressed needs of employers, helping to fill that gap.

The most in-demand IT occupations locally into which the area's TechHire pipeline will place candidates with non-traditional training backgrounds are Software Developer, Front-End Web Developer, Back-End Developer, Mobile Developer, Business Intelligence Analyst, Quality Assurance Analyst, IT Project Manager, Computer Support Specialist and Systems Administrator.

Through the TechHire partnership, 653 individuals have already been placed into employment. The goals for this initiative are:

- (1) Individuals placed by end of 2017: 1,190; end of 2020: 2,415
- (2) Individual trained by end of 2017: 1,700; end of 2020: 3,450
- (3) Number of employers engaged: 727 at present; over 1,100 by 2020

The Miami TechHire effort will seek to deliver most of its outcomes within the universe of disconnected youth aged 17 to 29 years.

- CSSF works with various chambers of commerce. In particular, partnering and participating on committees, workshops, forums and events. A few such events are:
 - **South Florida Economic Summit** – takes place annually and brings together the business community for a half-day conference focused on the economic outlook and related opportunities. The program includes panel discussions on major economic engines of South Florida and culminates with a keynote speaker and a summary of panels conducted throughout the morning.
 - **Annual Goals Conference** – this is the most important business planning retreat of the year that attracts local and regional business leaders to develop programming and Goals for the Chamber and the community under a new Chairman, slate of officers and committee leaders. In addition to celebrating the year's achievements at the General Session and creating the Chamber's Program of Work, the conference features many opportunities to network and participate in various events including the South Florida Good to Great Awards®.
 - **The HR Insights Conference** - Half-day conference designed for small business owners, executives and HR professionals offering a stimulating and informative forum that highlights topics that support business strategies with HR related resources. Featured experts cover recent changes in employment law, workforce training/education, organizational development and performance management to name a few. At the conference the annual Excellence in HR Awards are presented to HR professionals and teams who are responsible for combining the essential ingredients of diversity, talent management, retention and teambuilding to create the perfect blend for their companies.

- In addition, CSSF partners with local economic development including education institutions and the area’s **Small Business Development Centers and Community Based Organizations** to enhance the promotion of entrepreneurial training and microenterprise services. The collaboration includes referrals of new companies for workforce assistance, promotion of financial and training incentives such as On-the-Job Training, Employed Worker Training, FloridaFlex, and tax incentives at workshops.

CSSF will continue to strengthen these and other partnerships for mutual and future growth opportunities.

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- (3) Coordination of education and workforce investment activities:** Please describe how the local board will coordinate 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)
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CSSF partners with Miami Dade County Public Schools, Miami Dade College and other local secondary and post-secondary institutions to enhance higher education through real-time, short-term training in the form of industry specific cohorts. Each cohort is based on in-demand training for one of the seven targeted industries or sub-industries. The training results in industry recognized certifications.

CSSF’s educational partners provide training services to individuals who meet the eligibility requirements for program acceptance and have proven that they have to necessary skills and qualifications to successfully participate in a selected program. All selected programs are linked to one of four categories and the maximum amount of allocation for said program is a direct reflection of the listed category.

Quadrant Chart	
Category	Maximum Training Allocations
High Growth/High Wage	up to and including \$10,000.00
Low Growth/High Wage	up to and including \$7,500.00
High Growth/Low Wage	up to and including \$5,000.00
Low Growth/Low Wage	up to and including \$2,500.00

All training services are administered in accordance with CSSF's Individual Training Account (ITA) Policy and Procedures. CSSF Service Provider Contractors (Service Providers) are required to individually assess eligible participants for training prior to the issuance of an ITA voucher. The assessment process consists of examining a participant's academic and employment background as well as short- and long-term career interests. The intent of this process is to assist the participant in selecting a training program he/she is likely to succeed in and ultimately contribute to the achievement of economic self-sufficiency.

Service Providers ensure that all participants requesting training using an ITA apply for the Pell Grant (Title IV) by completing the Free Application for Federal Student Aid (FAFSA). Service Providers are also required to track each phase of the participants' training progress, including enrollment, completion, and placement information, in the applicable Management Information Systems, such as Employ Florida Marketplace (EFM), One-Stop Service Tracking (OSST) and the CSSF Workforce Management System (WFMS) to avoid duplication of services. In addition, career staff is required to interview the job seeker to find out what other services they are currently receiving. Outreach is then conducted with those institutions to coordinate strategies and services and to avoid any duplication of services.

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- (4) Coordination of transportation and other supportive services:** Please describe how the local board will coordinate 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)(10)

Support services are defined as those services or activities, provided either directly to or on behalf of customers, necessary to reduce or eliminate barriers to obtaining or retaining employment. CSSF permits the provision of support services for several populations to assist with the elimination or reduction of barriers that may hinder compliance with training, work activity requirements, and employment opportunities. It is the policy of CSSF to provide support services that are consistent with all applicable federal, state, and local laws and regulations.

Common barriers to employment, employment training, and other required activities typically include lack of transportation; lack of available child care and in extreme case a lack of a proper home. To address these issues, CSSF centers have informal partnerships with the Miami Dade County Public Transportation system, the Early Learning Coalition,

Miami Dade County Homeless Trust, and various other non-profit organizations. Through these partnerships our centers are able to obtain bus passes each month that are distributed to clients to assist with transportation issues. Eligible clients are also able to receive child care vouchers that can be used to pay for daycare services and in those cases of extreme hardship Service Providers are able to refer clients the Homeless Trust to receive temporary shelter and start them on the path to permanent housing. Each center maintains a master list of partnering agencies and center staff members receive regular training on the informal referral process.

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- (5) **Coordination of Wagner-Peyser Services:** Please provide a description of 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)(10)
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Wagner-Peyser is a labor exchange program that brings together individuals who are seeking employment, and employers who are seeking employees. The State of Florida administers a labor exchange that has the capacity to assist job seekers to find employment; to assist employers in filling jobs; to facilitate the match between job seekers and employers; to participate in a system for clearing labor between the States, including the use of standardized classification systems issued by the Secretary of Labor under Section of the Act; and to meet the work test requirement of the State Unemployment Compensation system. Self-services are available to all job seekers and employers. Services may be accessed from computer workstations at CareerSource centers and personal desktop computers through the Internet. In addition to accessing information electronically, customers can choose to receive information in more traditional forms such as printed materials, which are available at CareerSource centers.

CareerSource center associates provide services to the business community as well as to job seekers. Multiple employer services include assistance with all human resources demands, i.e., screening qualified applicants, assessing/testing applicants, and assistance with application processing. These activities can be conducted at the employer's location or at the Career Center. Specialized services to businesses include on-site visits, on-the-job training, customized training, employed worker training, paid work experience, tax incentives, mass recruitments, and job fairs. Matching job seekers and employers and vice

versa, is conducted by occupations or skills attainment through resumes in Employ Florida Marketplace (EFM) system database. Employers have the capability to utilize EFM to conduct a resume system search for qualified jobseekers; the Career Center staff can perform an EFM system search by occupation or resume skills search.

To maximize the coordination of services, CSSF has developed a number of Real-time On-line Workforce Enhancement (WE) Performance Management Tools to evaluate the overall efficiency and effectiveness of service delivery.

To name a few are: The Balance Scorecard, Consumer Report Card, Incomplete Registrations Report, Job Order Report, Referral to Placement Report, EFM Job Search Tool and the Soft Exit Application.

Some of the key components of these innovative tools are, (1) the ability to review the cost per placement, (2) evaluate the number of direct placements versus contract goals, (3) evaluate the entered employment rates by programs (i.e., Wagner-Peyser, WIA Adult, WIOA, TANF, Veteran, etc.), (4) the ability to evaluate how timely workforce professionals in the Career Centers match qualified job candidates with businesses seeking to hire, and (5) determine the level of consistency of how job seekers utilize the services available to them.

CSSF's WE tools track the talent development processes and/or requirements of the job seekers from the point of entry to the workforce system and/or CareerSource center all the way through the point of exit; allows the Region and Service Providers to identify areas of deficiencies and best practices within its processes and/or performance; and analyzes and projects performance measures standards vs goals.

Moreover, CSSF tools are accessible to management and front-line staff to review the service delivery process and performance for an individual staff, the CareerSource center, and the Region.

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- (6) Coordination of Adult Education and Literacy:** Please describe how the local board will coordinate 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 will carry 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)

Members of the CSSF Board also serve on the boards various counsels. One of those is the Global Talent and Development Counsel. It is the responsibility of this counsel to review the applications submitted by entities that would like to become approved training vendors for CSSF. The committee takes into consideration a number of things to include but not limited to: completion rates, cost per participant, and hire rates within 180 days of completion.

CSSF has formal MOU's and informal partnerships with multiple campuses of Miami Dade College and the Miami Dade Public School System to address the needs for Adult literacy. Miami Dade College is the largest college in the United States with 8 campuses that serve over 160,000 students annually. The Adult Education program at Miami Dade College provides the English language skills, adult basic education, and GED preparation that adults need to further their education at the post-secondary level, obtain employment, play positive roles in the education of their children, and become involved community members. The program is student centered with classes designed to maximize student access through excellence in teaching, individualized student success plans, access to technology, and flexibility of locations and schedules.

Because the school has 8 campuses, career centers are able to work specifically with an individual campus to build a stronger working relationship and provide seamless integration for the job seeker. As an authorized training vendor, career centers are able to certify a client as eligible and an issue a training voucher or ITA to for approved courses. Case Managers also assist clients who are not deemed eligible with obtaining training via other means or other funding sources.

CSSF has similar MOU's and agreements with Florida Keys Community College to provide education and training in Monroe County. The same policies and procedures are followed across the Area to ensure uniformity and avoid duplication of effort.

- (7) Reduction of Welfare Dependency:** CSSF has partnered with the local Beacon Council, community leaders and elected officials to develop a roadmap to increase economic development. Based on that roadmap, the One Community One Goal initiative was launched. This plan offers strategic recommendations to foster an environment where significant job creation occurs with a focus on higher-paying jobs in targeted industries. These industries include Trade and Logistics, Banking & Finance, Aviation, Information Technology, Life Science and Healthcare, Creative Design, Hospitality and Tourism. CSSF uses a myriad of services including but not limited to: On-the-Job Training (OJT), Customized Training (CT) and Paid Work Experience (PWE) to address the skills gaps of Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) recipients. This process is intended to assist participants in gaining skills to become gainfully employed and reducing TANF and SNAP dependence.
- (8) Cooperative Agreements:** Please provide a description of the replicated cooperative agreements (as defined in WIOA section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29U.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 will 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.

In an effort to address the needs of disabled job seekers, CareerSource South Florida has become an Employer Network in the Social Security Administration's Ticket to Work Program. This program is a free and voluntary program available to individuals ages 18 to 64 who are blind or have a disability receiving Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) benefits. This program requires regional coordination with the Florida Department of Vocational Rehabilitation to provide services to those customers in need.

CareerSource South Florida also has an informal partnership with the Division of Blind Services. This partnership allows CareerSource to assist Job Developers and Job Training Specialist at the Division of Blind Services in training and placing blind and low vision job seekers in employment. Each career center is staffed with a local Disability Coordinator and the appropriate equipment to service blind and low vision clients. The equipment is tested on a regular basis by actual clients from the Miami Lighthouse to ensure proper functionality.

CSSF also utilizes clients from the Miami Lighthouse as mystery shoppers to test the skills of center staff with reference to assisting a disabled client.

In the area of veteran services, CareerSource has a formal partnership with the United Way that lead to the creation of a Mission United Program in Miami Dade County. Mission United seeks to coordinate and connect veterans to a network of support organizations as they return home by creating a comprehensive approach that positively impacts the lives of veterans and their families. Mission United focuses on employment services, legal assistance, education, financial services, health and housing support.

Additionally, CareerSource has informal partnerships with the Miami Vet Center and the Miami Veteran's Administration hospital to provide job readiness training and support for Veteran only Job and Resource Fairs.

DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

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

A. Is each of the required WIOA partners included in your one-stop delivery system? Describe how they contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

Each of the WIOA required partners are included in the CSSF one-stop delivery system.

The partners and programs include, but are not limited to:

- WIOA
- Wagner Peyser
- TANF

- SNAP
- Reemployment Assistance Program
- Trade Adjustment Assistance
- Migrant Seasonal Farm Workers
- Jobs for Veterans Grant Programs (LVER and DVOP)
- Career Technical Education programs authorized under Carl D. Perkins
- Department of Vocational Rehabilitation
- The United Way of Miami Dade
- Department of Children and Family Services
- Social Security Administration
- Early Learning Coalition
- AARP- Senior Service Employment Program

CSSF is responsible for initiating state and federally funded workforce development programs in Miami-Dade and Monroe counties through a network of contracted Services Providers that operate the local career centers. Employers and job seekers are assisted with employment services, labor market information, training for economically disadvantaged adults, youth, dislocated workers, individuals transitioning from welfare to work, and refugees. While promoting the advancement of underutilized workers, CSSF stimulates the labor market by implementing policies and providing valuable resources to South Florida's diverse community. All services and resources are available to everyone at no cost through a network of centers independently contracted and operated by a service provider. CSSF has 15 centers that are strategically located throughout the Area.

CSSF Service Provider partners are responsible for the day to day operation of each career center and assist in the Area's planning and implementation processes by providing real-time feedback on current policies, procedures, and program execution as they affect the implementation of our core programs. The core programs consist of WIOA, Wagner Peyser, Temporary Assistance for Needy Families, Career Advancement

Program, Veteran Services, Migrant Seasonal Farmworkers, Trade Adjustment Assistance, and the Supplemental Nutrition Assistance Program.

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

In an effort to meet the needs of all job seekers, CSSF has informal partnerships with agencies such as the Division of Blind Services, AARP, OIC of Broward, the Early Learning Coalition, the Department of Vocational Rehabilitation, and the Miami Dade County Transit System. The agencies provide additional supportive services to job seekers to assist in reducing barriers to employment. CSSF has developed a robust network of community based organizations, some of which will become formal partnerships to continue providing support to job seekers.

C. The LWDB, with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of any executed MOUs. WIOA §108(b)(6)(D).

At present, CSSF does not have executed agreements. However, agreements are currently being formalizing. In accordance with guidance from the State, CSSF will enter WIOA with agreements in place. The current draft is attached.

[Exhibit_C_MOU](#)

(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, will 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 regarding compliance with Section 188 of WIOA. WIOA §108(b)(6)(C)

Services to individuals with disabilities are fully integrated into CSSF One-Stop/Career Center system. All Career Centers are physically ADA compliant as well as each of the four mobile assistance units. Most of CSSF career centers are located on the first floor of the building in which they occupy; however, even the second story facilities are fully ADA compliant with elevator access. Each career center is also equipped with ADA compliant jobseeker stations that are routinely test by partner agencies such the Miami Lighthouse for the Blind and the Department of Vocational Rehabilitation. These stations provide a disabled jobseeker with the same access to programs and services as a non-disabled jobseeker. Each One-Stop/Career Center also has a designated an Equal Opportunity (EO) Officer and Disability Services Coordinator.

The EO Officer is responsible for conducting investigations on disability grievances and complaints of discrimination; handles less complex reasonable accommodation requests to determine appropriate action to take such as requests for American Sign Language Interpreters; provides or arranges for Americans with Disabilities Act (ADA)/Diversity training for all One-Stop/Career Center staff; conducts routine audits to ensure the Center is equipped with the required communication devices such as the TTY machine, and that the ADA work station equipment completed at least once a year.

The Disability Services Coordinator is responsible for providing ADA technical assistance to the greeters, case managers and employer consultants regarding services to individuals with disabilities and on the use of the adaptive equipment available in the One-Stop/Career Center; organizing equal opportunity job fairs and participating in events such as the Jobing.com Career Expos and Disability Resource Fairs sponsored by Miami-Dade County; and initiates referrals to relevant agencies. To assist in the efforts of training the One-Stop/Career Center staff about ADA compliance, diversity and develop more sensitivity toward assisting job seekers with disabilities, the DPN developed a series of ADA/Diversity training modules which will be used to accomplish this goal.

By receiving support at the One-Stop/Career Center level, individuals with disabilities will have access to the full array of services that are available in the

system. All CSSF One- Stop/Career Centers are compliant with the ADA legislation in that they are fully accessible, both programmatically and architecturally, to meet the needs of this population. Services designed for individual with disabilities is a major focus in this region due to the large number of jobseekers that fall into this category.

Through a partnership with Camillus House, CSSF has a fully staffed access point at the most prominent homeless shelter in the LWDA. The staff at that access point communicates regular and work hand in hand with other staff and the various homeless and independent living centers around the LWDA. Through this partnership and regular staff meetings with all concerned parties, CSSF received regular feedback on the success or shortfalls of current efforts to assist those hard to serve jobseekers.

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- B.** Please describe how entities within the one-stop delivery system are utilizing principles of universal design in their operation.
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CSSF utilizes the principles of universal design in the center's operations by offering jobseeker services following the Talent Development Flow Process, which includes access to Intake, Eligibility of Services, Basic or Individualized Services, and Follow-up Activities as follows:

Intake – The Intake process is the collection of required documentation from jobseekers.

- a. General orientation: The general orientation provides the jobseeker with information pertaining to the services that are provided at the centers.
- b. Initial application: The initial application is where basic demographic and background information is collected. It also identifies employment barriers and specifies skill levels and skill gaps in specific areas. The initial application is accessible to the jobseeker through the kiosk.
- c. Full EFM registration: Full EFM registration requires the jobseeker to complete a full registration in Employ Florida Marketplace (EFM).

- d. Literacy, numeracy, and skills testing will be determined using an assessment approved by CSSF.

Eligibility of Services – The Eligibility of Services is the determination of whether individuals are eligible to receive assistance under WIOA. Eligibility of Services is where the review of the documents gathered during intake shall be used to assist staff with determining the appropriate referral to either Basic or Individualized services. Referral to Services shall ensure emphasis on identifying barriers to employment, opportunities to improve skills, acquire credentials, and assist in the development of career pathways for talent pipelines which results in better job candidates and employment outcomes.

Basic Services – Basic Services are informational in nature and are available to all participants (no priority for services). These services include but are not limited to:

- a. Labor exchange services: This service provides jobseekers with job search and placement assistance, and in appropriate cases, it provides career counseling, including provision of information on in-demand industry sectors and occupations. These services, also, provides the jobseekers with provision of information on non-traditional employment, including specialized recruitments targeting specific occupations or industries.
- b. Current Labor Market Information (LMI): This provides the job seeker with available current labor market information in an easy to understand readily and accessible format. This information includes job vacancy listings, information on job skills necessary to obtain the jobs, information relating to local opportunities and earnings, skill requirements, and opportunities for advancement in such occupations.
- c. Information and referrals on specific programs and services available in the community: Provision of referrals to and coordination of activities with other programs and services including other service or resource partners and vendors to provide ancillary services within the one-stop delivery system and in appropriate cases, other workforce development programs; Referrals shall be done through the Universal Referral Form.

- d. Information and assistance regarding filing Re-employment Assistance (RA): CSSF's contractors provide meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means: (a) providing assistance on-site using staff who are well trained in Unemployment Compensation claims filing and the rights and responsibilities of claimants; or (b) providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable amount of time. Assistance must be made available to jobseekers that come into the centers for assistance in filing a Re-employment Assistance claim and to jobseekers that have been identified as having barriers to filing a claim without assistance, such as those individuals who have been identified as having limited English proficiency or disabilities.
- e. Performance, cost information: This is the provision of information in usable and understandable formats and languages about performance accountability measures, as well as any additional performance information relating to the center's delivery system.
- f. Supportive service information: Supportive service information reduces and/or eliminates barriers to employment by providing referrals to resources available through CSSF and/or in the community. These services include: transportation, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in authorized activities.

Individualized Services – These services are provided to job seekers who are determined that they are eligible for WIOA, and if according to assessment information obtained during intake, it is determined that the jobseeker is in need of the services in order for the job seeker to obtain or retain employment. These services shall include but are not limited to:

- a. Comprehensive assessment: Each jobseeker that is determined eligible for services shall receive comprehensive and specialized assessments of the skill levels and service needs of the jobseeker, which include diagnostic testing and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. This process

is intended to assist participants in identifying strengths, transferable skills, interests, work values, and priorities. This objective assessment process underlies the development of an employment plan, which serves as each participant's road map to services. This includes the participant's employment goals;

- b.** Individual Employment Plan: The development of an individualized employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services, or steps, for the participant to achieve the employment goals. This includes providing information on eligible providers of training services and career pathways to attain career objectives;
- c.** Prevocational Services (Employability Skills): Short-term prevocational services include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training. This includes internships and work experiences that are stepping stones to career pathways;
- d.** Out-of-area Job Search: This service provides the jobseekers with out-of-area assistance and relocation assistance;
- e.** Internships/ work experience: An internship, or work experience, may be within the private for profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by Fair Labor Standards Act, exists;
- f.** Workforce preparation: These are the activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in 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;

- g.** Paid Work Experience (PWE); this is a career preparation activity in which students are at a worksite doing real work. Paid Work Experience is designed to expose students to careers and jobs, develop pre-employment and work maturity skills and build occupation knowledge and technical skills. This activity facilitates active learning, exploration of interests, development of research and project based skills, development of teamwork skills, assists students with making connections between workplace duties and related coursework and provides students with training about potential workplace safety and other issues;
- h.** Financial literacy services: This is information such as the ability of the participant to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement home ownership, wealth building, or other savings goals. This service enables jobseekers to gain the ability to manage spending, including credit card debt, effectively. The Financial Literacy Services includes activities that address the financial literacy needs of non-English speaker, including providing the support through the development of distribution of multilingual financial literacy and education materials is required;
- i.** English language acquisition: If it is determined that the jobseeker needs the service, an appropriate referral shall be made; and
- j.** Support Services: CSSF's Contractors provide, coordinate, and pay for support services for jobseekers when a funding source so allows and shall only be authorized when the need has been identified; the program participant is in compliance with all program requirements; the participant will not be successful without this service(s); and no other funding is available to pay for such services. The provision of support services shall be managed in as cost efficient a manner as possible. Referrals shall be made as appropriate to available support services within the community when the funds are not available. These services are subject to funding availability in accordance with CSSF's established policies and procedures. Referrals shall be done through the WFMS system.

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- c. Please describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, through the use of technology and through other means. WIOA §108(b)(6)(B)
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CSSF offers remote services through the utilization of mobile workforce services units, access points, integrated technology and social media. Fully air-conditioned and handicap accessible, our Mobile Workforce Assistance Centers are equipped with technological resources that include: 13 communication/computer workstations with satellite internet connection, an interactive SMART board for instructional purposes and a state-of-the-art audio-visual system. Our Mobile Workforce Assistance Centers enable CSSF to assist Miami-Dade and Monroe County citizens in finding employment, help create and update resumes, conduct on-site interviews and provide a range of testing and assessment services they need to become job-ready. Currently there are 3 adult mobiles and one youth mobile.

CSSF has partnered with several agencies to create Access Points throughout the city. The Access Point initiative was created to increase access to services and to engage Faith Based and Community Based Organizations as committed and active partners in the workforce development system. Currently there are 12 Access points in the local workforce area.

CSSF developed a number of real-time, on-line Workforce Enhancement Performance Management Tools to evaluate the overall efficiency and effectiveness of service delivery. These reports include the Balance Scorecard, Consumer Report Card, Incomplete Registrations Report, Job Order Report, Referral to Placement Report, EFM Job Search Tool, and the Soft Exit Application.

In order to further improve efficiency, CSSF has also developed an on-line invoicing system. The Automated Performance Invoice System (APIP) is the software program used to submit, review, adjust, and process payments to the contracted organizations that operate career and refugee centers on behalf of the LWDB. Prior to authorizing release of payment to a contracted provider, each placement is vetted for accuracy in reporting.

In an effort to provide the same efficiency to job seekers, CSSF created a mobile application to lead the Employ Miami Dade Project. This mobile application allows anyone to not only search for a job, but more specifically within certain zip codes, a set compensation level, around a neighborhood, or a different location. By simply tapping on the color-coordinated pins, a job seeker can see additional information or apply for a job.

Meeting the needs of customers and strengthening relationships with community organizations is an integral part of CSSF's strategic plan. Lastly, in an effort to properly serve the millennials, social media is used to communicate, attract and service that generation. Through webinars, podcast, twitter and snapchat, CSSF is able to recruit and promote an array of programs.

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

CareerSource South Florida utilizes an electronic data management system (EDMS), ATLAS (Automated Tracking, Linking and Archiving Solution), which supports all programs and manages all of our Career Center foot traffic and participant records. This system also gathers standard demographic information on all Jobseekers entering the Career Centers that sign in through the ATLAS system located in our resource room and lobby area. Veterans, WIOA, TAA, TANF, and SNAP program are identified by kiosk system. Once the jobseekers signs in, the system sends a notification to the designated staff member that the jobseeker is waiting to see them. Jobseekers are able to choose what assistance is needed. The ATLAS system is also our centralized data base for programmatic records retention. Customers participating in WIOA, Welfare Transition, TAA, SNAP E&T programs are able to scan documents using the ATLAS kiosk system.

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

CSSF's one-stop operators are selected via a competitive Request for Proposal (RFP) process. The RFP process involves a set of rules to safeguard fair and objective decision-making when awarding grant funds to a winning partner. The rules comply with applicable federal, state and local requirements, i.e. Florida Statutes (F.S.) 287 and Title 2 Code of Federal Regulations (CFR) Part 200.

Notice of the RFP is sent to entities on CSSF's Bidders List (a list of local non and for profit entities interested in conducting business with CSSF). The list is updated when a new entity requests being added to it. Additionally, information regarding the RFP is legally noticed, i.e. published in local newspapers such as the Miami Herald and the Key West Citizen. Finally, all RFP material is posted on the CSSF's website.

The RFP typically contains the following sections: timetable, cone of silence, offerors conference, services solicited, available funding, contract terms, submission guidelines, and evaluation and appeals process.

Following release of the RFP, an offerors conference is held providing prospective bidders their sole opportunity to request clarification regarding the RFP's programmatic specifications from CSSF's staff. All questions and answers from the conference are posted on CSSF's website.

After proposals are submitted, proposal components (i.e. technical narrative, performance, budget, cost allocation/indirect cost proposal, organizational capabilities) are rated by a Selection Committee. Due diligence is performed by OCI staff. Bidder-agencies must pass due diligence and score above the 80-point traditional threshold, recommended by CSSF's staff to the Board for contract consideration.

Entities not recommended by the Board for a contract to deliver the solicited services receive a letter from CSSF's Executive Director, notifying that entity of its appeal rights under CSSF's Service Provider Appeal Rules. The appeal rules outline the issues subject and not subject to appeal. The rules are attached to the letter.

[Exhibit_D_Procurement Service Partners Procedures](#)

[Exhibit_E_Service Provider Appeal Rules](#)

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- (5) System Improvement:** The state's certification policy has not been finalized by the state workforce board. Following its completion and issuance, please describe any additional criteria or higher levels of service than required in order to respond to labor market, economic and demographic conditions and trends in the local area. WIOA §108(b)(6)(A)
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All one-stop career centers and one-stop delivery systems must be evaluated and certified at once every three years to determine: 1. effectiveness, and; 2. physical and programmatic accessibility in accordance with section 188, WIOA; and, 3. continuous improvement. Local boards shall conduct the evaluation (with the above exception) using the criteria established in this policy and any additional criteria adopted by the local board. The minimum required elements for certification are addressed below.

1. Effectiveness

A. In accordance with the guidance presented, CSSF has established a comprehensive career center for their LWDA. The center is appropriately staffed and provides all of the required services in accordance with the administrative policy.

B. CSSF has established Cost Allocation plans and approved Indirect Rate proposal for all career centers.

C. CSSF also maintains MOU's with all required partners and any additional partners that are providing services at a CSSF center.

D. Jobseekers in the LWDA have always had the options of accessing CSSF services via our access points or any other internet connection. Now both employers and jobseekers have the option to access CSSF services through a mobile application via their smart phone.

E. CSSF has always provided jobseekers and employers the opportunity to provide feedback or voice a compliant via their website. Additionally business services members utilize Sales Force to obtain feedback on employer satisfaction. Recently, CSSF launched a new initiative that provides each jobseeker with a more private opportunity to provide feedback on the services they receive. When a staff member enters a direct job placement into the system, a satisfaction survey is generated and automatically sent to the jobseeker. Once completed the survey is sent back to CSSF Headquarters where only a small number of staff have access to the data returned. At no time does or will a career center staff have access to the surveys submitted. CSSF uses this information to ensure jobseekers are treated appropriately and to ensure service providers are operating in accordance with 20 CFR 6510.1.

2. Physical and Programmatic Accessibility

The criteria and procedures to evaluate physical and programmatic accessibility shall, at a minimum, address the following:

A. Assurance that each one-stop career center is compliant with the Americans with Disabilities Act (ADA). As previously stated all career centers and mobile units are ADA compliant.

B. Establishment of a policy and procedure for providing reasonable accommodations for persons with disabilities consistent with DEO Guidance Paper AWI FG 04-042, March 6, 2008 or later revisions issued by DEO. CSSF has established reasonable accommodations procedures for individuals with disabilities.

C. Demonstration that each one-stop career center has been reviewed or monitored by a third party for ADA compliance at least once every three years. As previously stated, CSSF career centers are tested by other partner agencies on an annual bases to ensure all accommodations are up to date.

D. Establishment of a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language. CSSF has a procedure in which non-English speaking clients may request free language translation through a third party vendor.

3. Continuous Improvement

The criteria and procedures for continuous improvement shall address the following:

A. Demonstration of compliance with all CareerSource Florida statewide branding, local branding, and national branding standards and practices. All CSSF related materials and such are in compliance with the CareerSource Florida brand.

B. Demonstration of compliance with staff training and skills certification pursuant to Administrative Policy 92. All CSSF Staff are in compliance with the required training.

C. Established procedures to capture and respond to job seeker and employer feedback. CSSF policies and procedures with regards to feedback were outlined in 1, E above.

DESCRIPTION OF PROGRAM SERVICES

- (1) System description:** Please describe the local workforce development system. Identify the programs that are included in the system and how the local board will work with the entities carrying out core programs and other workforce development programs to support alignment in provision of services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State Plan under WIOA section 102(b)(1)(E). WIOA §108(b)(2)
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CareerSource South Florida (CSSF) is a quasi-governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. CSSF, Workforce Development Area (WDA) 23, is one of 24 boards in the State of Florida and comprises the geographical area of Miami-Dade and Monroe Counties. CSSF is composed of representatives of local private business, educational institutions, economic development agencies, labor organizations, community-based organizations, state agencies, and other individuals deemed appropriate who are responsible for shaping the local workforce development system in accordance with federal and state law. The Board conducts its business in accord with federal and state laws, the Inter-local Agreement creating CSSF for WDA 23 of the State of Florida, the By-Laws of CSSF and its approved policies.

CSSF provides core programs and services through a network of one-stop operators under contract with CSSF and partners under Memoranda of Understanding. CSSF begins all activities with the needs of businesses in mind, focusing on the future, on results, and adding value.

CSSF's one-stop operators are selected via a competitive Request for Proposal (RFP) process. That process involves a set of rules to safeguard fair and objective decision-making when awarding grant funds to a winning partner.

The following section details the various aspects of CSSF's center system and how they align with our demand-driven approach to workforce development. CSSF centers provide

the following core program services and resources to all residents and businesses in Miami-Dade and Monroe counties:

- **Workforce Innovation and Opportunity Act (WIOA):**

The goals of the WIOA are to improve the quality of the workforce, enhance the region's competitiveness and reduce welfare dependency. Services are rendered based on participant need, eligibility guidelines and funding availability.
- **Welfare Transition (Locally known as Career Advancement Program or CAP):**

The goal of the CAP is to emphasize work, self-sufficiency, and personal responsibility as well as enable welfare recipients to move from welfare to work. CAP requires adults receiving cash assistance who are deemed work eligible to engage in work activities in order to develop the ability to support themselves before their time-limited assistance runs out. Work eligible CAP participants who fail to complete required work activities risk losing cash assistance.
- **Wagner-Peyser (WP):**

The Wagner-Peyser Act (WP) of 1933, as amended by WIOA Title III, prescribes specific guidelines regarding the registration of jobseekers and the provision of employer services. The main purpose of the WP program is to match employers with qualified jobseekers.
- **Veterans:**

The goal of the Veterans Program is to promote and maximize the employment of the region's veterans, particularly veterans with barriers to employment, utilizing the full menu of Workforce Services and CareerSource center resources.
- **Reemployment Services and Eligibility Assessment:**

The RESEA requires one-on-one assessment interviews with customers (UC claimants). The assessment interview includes the following: sharing labor market information, developing an employability development plan, and assisting with job search and training referrals. The program's goal is to shorten the

duration of RESEA customers' Unemployment Insurance (UI) claims and consequently the length of their unemployment.

- Supplemental Nutrition Assistance Program (SNAP):

SNAP strives to meet the needs of participants in gaining skills, training, work and experience that will increase participants' ability to obtain self-sufficiency. The State of Florida provides SNAP services to able-bodied adults (ages 18-49) without dependents (children). Department of Children and Families (DCF) staff determines which food stamp recipients must register for work and participate in SNAP. The DCF refers all mandatory SNAP participants to the Regional Workforce Board providers for program participation.

These valuable workforce programs are available to customers (job seekers and employers) through a network of career centers located throughout the region.

To support CSSF's continuum of workforce services, required and optional partnerships are developed as a strategy to promote maximum system integration and continuous process improvement to increase positive outcomes and customer satisfaction.

Established partnerships include WFI, DEO, career center operators (service providers), Youth Service Providers, State and Local governmental agencies, Businesses, Economic Development Agencies, Chambers of Commerce/Business Associations, Education Partners/Training Vendors, SFWIB Business Services Advisory Council, Community & Faith Based Organizations, and Local Community Youth Organizations.

(2) Subgrants and contracts: Please provide a description of the competitive process to be used to award subgrants and contracts in the local area for WIOA-funded activities. WIOA §108(b)(16)

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CSSF's competitive process is a set of rules that safeguard fair and objective decision-making when choosing one-stop career center service providers or awarding other grant funds to partners. These rules must comply with appropriate federal, state, and local requirements. Central to this process are the core values of integrity, accountability, and a systems perspective. CSSF complies with F.S. 287 and 2 CFR Part 200.

In summary the process is as follows: to the extent possible, service providers for Region 23 are selected through a competitive procurement process in accordance with F.S. 287 and 2 CFR Part 200. Noncompetitive sole source and emergency procurements may be authorized in accordance with F.S. 287 and 2 CFR 200. For each competitive procurement the method used (e.g. Request for Proposals, Request for Qualifications, etc.) is maintained on file. The rationale for all non-competitive procurements is documented according to applicable regulations, cost thresholds, type of service being procured and/or emergency procurement situations.

The evaluation criteria are kept on file for each procurement effort, including the individual evaluation forms completed for each proposal submitted. In addition, copies of correspondence sent to service providers in regards to the procurement are kept as is documentation of the SFWB's actions concerning the selection or non-selection of providers. The cost/price analysis and proposed cost of service serve as the basis for negotiation and final price for the proposed service of the contract price. Any miscellaneous correspondence regarding the proposed costs will be maintained in the appropriate file.

The primary consideration in the selection of service providers is the effectiveness of the agency or organization in delivering comparable or related services. This consideration is based on the following criteria: merits and quality of the technical proposal; demonstrated effectiveness and performance; ability to meet performance standards within reasonable cost parameters; and, fiscal accountability and management capabilities. Contract awards are made to the most responsive respondents; those with proposals that are most advantageous to CSSF after considering price, technical factors and other applicable criteria.

CSSF conducts a comprehensive review of all the responses to each solicitation. Responses are evaluated first to ensure all information required is complete and the responses satisfactorily address each and all requirements. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified. The evaluation process is designed to assess the respondent's ability to meet CSSF's requirements and to identify those respondents most likely to satisfy them.

The evaluation process is conducted in a thorough and impartial manner at a publicly noticed selection committee meeting held in the sunshine. All respondents to a particular solicitation are encouraged to attend this meeting. While price is an important factor in selecting a respondent for an award, other factors in the competitive process may be considered and may take precedence over price. Those factors include but are not limited to: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services and the ability to achieve the deliverables as specified in the solicitation.

A cost or price analysis is performed for each procurement effort, in order for CSSF to evaluate the reasonableness of the cost/price for the program. This analysis is done using a cost and/or price analysis worksheet that analyzes cost based on factors, e.g. units, amount, rates, etc. All documentation detailing the historical process of a specific procurement action is maintained in a procurement file for a minimum of three years after the end of the contract.

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- (3) Expanding access to employment:** Please describe how the local board, working with entities carrying out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable). WIOA §108(b)(3)

To expand access to employment, training, education and supportive services, CSSF offers remote services through the utilization of mobile workforce services units, access points and social media. Fully air-conditioned and handicap accessible, our Mobile Workforce Assistance Centers are equipped with technological resources that include: 13 communication/computer workstations with satellite internet connection, an interactive SMART board for instructional purposes and a state-of-the-art audio-visual system. Our Mobile Workforce Assistance Centers enable CSSF to assist Miami-Dade and Monroe County citizens in finding employment, help create and update resumes, conduct on-site interviews and provide a range of testing and assessment services they need to become job-ready

Meeting the needs of our customers and strengthening relationships with other community organizations is an integral part of our strategic plan. Our Access Point initiative was created to expand access to our services and to engage Faith Based and Community Based Organizations as committed and active partners in the workforce development system. Lastly, in an effort to properly serve the millennial generation, CareerSource uses social media to communicate, attract and service the younger generation. Through webinars, podcast, twitter and snapchat, CareerSource is able to recruit and promote an array of programs.

For the Youth programs, the Industry Specific Based with Career Pathways Service Model approach is used to focus on specific industries that offer employment opportunities at various levels, and clear pathways to progressively higher skill wage levels within a specific industry. The goal (s) of the industry specific based model is to create pathways for job seekers to ultimately access and attain good jobs, wages, and careers. The Industry Specific based with Career Pathways Service Model provides out-of-school youth with education and training that combines academic and career pathways focused on specific high- growth industries and occupations for which employers are in need of hiring for vacancies and building a future pipeline. The goal is to develop a framework that defines high quality career pathways and programs to include:

- New Conceptual model of career pathway systems and programs
- System criteria and indicators
- Shared set of participant metrics for measuring and managing success

Three Features of Career Pathways include:

- The Career Pathways must be well-connected and transparent education, training, credential, and support service offerings within specific occupations.
- The Career Pathways must include multiple entry points including those with limited education, English skills and work experiences.
- The Career Pathways must provide multiple exit points at successively higher levels of family supporting employment and aligned with subsequent entry points.

Four Functions in Career Pathways include:

- Participant-focused instruction and training

- Consistent and non-duplicative assessments of participants' education, skills, and asset/ needs
- Supportive services and career navigation assistance
- Employment services and work experiences

It is expected that out-of-school youth will complete a program in their chosen field of interest that results in completion of an industry-recognized certificate, diploma, GED and/ or post-secondary credential that is a part of their long term career goals/employment.

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

South Florida's strategic location on the East Coast of the United States and at the center of the Western Hemisphere, makes Miami-Dade County is one of the world's most important crossroads for the flow of passengers, cargo and data. It is therefore aptly known as the "gateway to the Americas". The area's economy continues to grow; however, there are some signs of an emerging slow-down based on data from the third quarter analysis conducted by the Miami Dade County Department of Regulatory & Economic Research.

According to the analysis, some key trends include:

- Total nonfarm employment increased 15,300 jobs, up 1.4% over 2014:Q4 after seasonal adjustment.
- Private sector employers added 17,500 jobs over a year ago led by led by leisure and hospitality (+6,900 jobs), wholesale trade (+2,500 jobs) and professional and business services (+2,500 jobs). Public sector employers cut 2,100 jobs compared to the fourth quarter of last year.
- Average weekly County wages declined 1.6% from 2014:Q4 to \$786 per week in the fourth quarter.
- The County seasonally adjusted unemployment rate dropped 36 basis points to 6% in the fourth quarter compared to a year ago.

- In 2015:Q3 private-sector payrolls in Miami-Dade County grew 2.6%, adding 24,360 workers, compared to the same quarter a year ago according to Bureau of Labor Statistics (BLS) payroll data. Growth had averaged 3% over the previous six quarters.
- Total nonfarm employment in Miami-Dade County posted the 22nd consecutive gain in the fourth quarter (2015:Q4) compared to last year (2014:Q4). Nonfarm payrolls added 15,300 workers (+1.4%) year-over-year after seasonal adjustment to 1,119,000 employees.

Nonetheless, data indicates that within the next five years the fastest growing industries within the WDA are as follows:

FASTEST-GROWING INDUSTRIES						
Workforce Development Area 23 - Miami-Dade and Monroe Counties						
	Industry		Employment		2015 - 2023 Change	
	Code	Title	2015	2023	Total	Percent
Rank	NAIC Code	Industry Title	Current	Projected	Change	Percentage
1	236	Construction of Buildings	10,512	14,525	4,013	38.2
2	623	Nursing and Residential Care Facilities	16,933	21,047	4,114	24.3
3	621	Ambulatory Health Care Services	59,121	73,405	14,284	24.2
4	712	Museums, Historical Sites, and Similar Institutions	1,536	1,900	364	23.7
5	443	Electronics and Appliance Stores	7,889	9,574	1,685	21.4
6	610	Educational Services	31,124	37,539	6,415	20.6
7	562	Waste Management and Remediation Service	1,931	2,317	386	20.0
8	238	Specialty Trade Contractors	24,961	29,926	4,965	19.9
9	624	Social Assistance	17,786	21,002	3,216	18.1
10	550	Management of Companies and Enterprises	10,177	12,009	1,832	18.0
11	523	Securities, Commodity Contracts, and Other Investments	8,329	9,742	1,413	17.0
12	448	Clothing and Clothing Accessories Stores	24,111	28,007	3,896	16.2

13	540	Professional, Scientific, and Technical Services	73,977	85,869	11,892	16.1
14	485	Transit and Ground Passenger Transport	2,558	2,961	403	15.8
15	561	Administrative and Support Services	72,193	82,145	9,952	13.8
16	488	Support Activities for Transportation	20,194	22,808	2,614	12.9
17	425	Wholesale Electronic Markets and Agents and Brokers	9,799	11,010	1,211	12.4
18	452	General Merchandise Stores	25,893	28,821	2,928	11.3
19	930	Local Government	105,542	117,092	11,550	10.9
20	446	Health and Personal Care Stores	14,079	15,572	1,493	10.6

* Source DEO (FRED) for dates October 2015 through 2023

In addition, CSSF formally adopted the seven targeted industries of the OCOG to better align its resources and support to meet the training and employment needs of the key industry sectors.

- Aviation
- Creative Design
- Hospitality & Tourism
- Information Technology
- International Banking & Finance
- Life Science & Healthcare
- Trade & Logistics

The Global Talent Competitiveness Council (GTCC) focuses on developing and delivering talent to meet marketplace needs to grow South Florida's legacy and infrastructure industries as well as those industries that hold promise and have been identified as economic development priorities for diversifying the regional economy with high-wage jobs. GTCC, comprised primarily of business leaders and economic development professionals, reviews the Targeted Occupations List (TOL) for the area and makes recommendations for specific occupations and industries of focus. At each meeting of the Board, the GTCC reviews the performance of approved training providers, via the Consumer Report Card in order to monitor performance and training related job placement.

- (5) Industry Partnerships:** Describe how the LWDB will identify and work with key industry partnerships where they exist within the local area, and coordinate and invest in partnership infrastructure where they are not yet developed. WIOA §134(c)(1)(A)(iv)
-

CSSF has long term relationships with key industry partners such as the local economic development agency, various chambers of commerce, business associations, community based organizations and education institutions. Through these collaborations CSSF is also able to identify new and emerging industry partners. These partnership help ensure that CSSF is investing available funds in the areas that will bring the best return on investment.

A. Selected industries are chosen based on labor market information that projects the expected job growth in the local area and local employer demand.

B. CSSF Sector strategies are in line with the Beacon Council's One Community, One Goal initiative that is a shared initiative between local communities, business and educational institutions.

C. CSSF routinely host business roundtable discussions with local business and industry leaders to forecast employer needs for the near and long-term future. Also to help forecast what is needed to attract new business/industries to the local area.

D. All sector strategies fall under one of the board's strategic goals. Each strategic goal has a specific strategy and a mission. CSSF then identifies collaborative partners and specific task for each goal. By doing so CSSF ensures that sector strategy is in alignment with the board's strategic goals and ensures a uniform system of delivery by streamline process and reducing duplicative effort.

E. CSSF use sector strategies to not only satisfy a business's current needs but to also help project future needs and the educational/skill set that will be required to fore fill that need. With an extensive partnership with Miami Dade College and other training providers, CSSF is able have custom designed cohorts of short-term training to help a business prepare for their future needs.

F. CSSF measures the success of sector strategies in various ways. One way is by monitoring the current needs of businesses within that sector. When businesses have fewer vacancies and are satisfied with the skilled workers that are being produced as a result of

the workforce board's efforts, then the strategy is successful. Also by constant monitoring of the feedback loop, CSSF is able to make improvements and ensure that sustainment of a successful strategy.

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- (6) In-demand training:** Describe the process utilized by the local board to ensure that 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)(ii)
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CSSF utilizes a two-pronged process to ensure that training provided is linked to in-demand industry sectors or occupations.

The first is based on the CareerSource Florida (CSF) Area's Target Occupations List (TOL) which was developed in consultation with local business and industry representatives, using the LMS-generated Demand Occupations Lists, as well as other resources, such as Help Wanted Online Lists and Supply/Demand lists.

CSSF's Occupational Training Supply/Demand policy stipulates that Occupations on the Region's Targeted Occupations List (TOL) are reviewed initially upon receipt and at least once a year thereafter to determine the short and long-term supply/demand and annual percentage growth. An occupation falling below the Region's the supply/demand or growth targets is placed in a training moratorium for one year. If an occupation only fails one or two of the above-listed criteria, it is placed on a probation (watch) status. Occupations on probation status are re-evaluated again after a period of six month.

The second approach is based on identification of targeted industries. The above policy is not applicable to occupations linked to CSSF's targeted industries. CSSF and other leadership organizations have identified the following set of targeted high priority industries.

- Aviation
- Creative Design
- Hospitality & Tourism
- Information Technology Banking & Finance
- Life Science & Healthcare; and
- Trade & Logistic.

(7) Employer Engagement: Please describe the strategies and services that will be 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;
-

Business engagement is the primary focus of the WDA 23. Through our service to in-demand industry sectors, CSSF directly impacts residents and the local economy by proving a skilled talent pipeline. Business Engagement Specialists are assigned to provide individualized services that address the needs of each business.

These services are designed to anticipate and best meet the needs of individual businesses and various partners throughout the Area. The utmost importance is placed on the need for a transparent, consistent, and streamlined method of service delivery. Services and incentives are implemented within CSSF and delivered through designated Service Providers.

CSSF engages businesses through a combination of strategic outreach and streamlined service delivery. This approach allows CSSF to amplify the organizations visibility and presence throughout the area by maximizing awareness within the business community. A few of the current and future efforts of engagements are hosting and partnering on various initiatives such as Entrepreneurship and Small Business Summits to promote workforce and economic development; participating in community activities to foster partnership to promote the area's service base; and utilize social media mechanisms to reach a greater cross-section of various professional associations, educational institutions, CBOs, and others.

One of the most efficient methods is through a series of Business Incentive Roundtables. The Roundtables provide an opportunity for businesses to obtain valuable information on various financial incentives, services and resources available to the business community through CSSF Business Services and its partners. The SFWIB Business Services began using this model in 2010 which has proven to be very successful as an outreach and business engagement tool.

The Roundtables are an excellent one-on-one public relations and marketing opportunity that may not otherwise be afforded to the Area. Businesses provide valuable feedback in the form of questions and advice for current and future Service Delivery needs. The decision makers of companies (i.e., CEO, VP, COO, etc.) are invited to attend the roundtables. The forums are held at various locations throughout Miami-Dade and Monroe counties. The Region partners with State and local economic development organizations and various other entities such as chambers of commerce, CBOs, industry specific organizations, etc. to host the forums.

The SFWIB Business Services will continue to coordinate with private and public sector businesses, including high-demand industries, on ways to provide training, job opportunities, internships, and related activities to produce a skilled workforce.

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- B. support a local workforce development system that meets the needs of businesses in the local area;
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CSSF business engagement strategy consistently focuses on building strong relationships with industry through partnering; soliciting feedback through Business Roundtables, focus groups and surveys; and delivering a holistic approach by customizing services in meeting the specific needs of the company.

CSSF customizes training cohorts through local education providers to meet the specific needs of the industries. WDA 23 employs a streamlined and continuous improvement philosophy in coordinating services and engaging businesses that are designed to anticipate and best meet the needs of businesses and various partners throughout the area. Businesses are viewed as valued strategic partner not only when services and incentives are provided but when seeking input for current and future trends.

In addition, CSSF regularly updates the industry on new and current initiatives not only related to workforce development but also those of our partners. Business leaders are frequently invited to attend and engage in industry specific grants, events, and other related interests.

C. better coordinate workforce development programs and economic development;

Currently the region has well established relationship with the economic development focused organizations such as the local economic development organization, The Beacon Council, Greater Miami Chamber of Commerce, Miami Dade Chamber, and other local entities. In cooperation with the Beacon Council, the Board adopted the One Community One Goal initiative and respective industries.

In addition, CSSF has a dedicated economic development intermediary who maintains ongoing relationships with the Beacon Council and responds to the needs of companies in need of workforce related incentives and services. The Board will continue and build upon this practice with other entities.

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

The region's CSSF centers will continue to serve as a point of access for unemployment assistance clients to file claims and perform the required participation. CareerSource also has a Reemployment and Emergency Assistance Team that assist business owners who for various reasons may be laying off or dismissing staff. The goal of this team is assist the client prior to the need to file for assistance in an effort to get them placed in a new permanent employment position.

Should the dislocation occur as the result of outsourcing, the local REACT Coordinator will attempt to educate the employer on the petition for Trade Adjustment Assistance (TAA) with the U.S. Department of Labor. Our local Trade Adjustment Assistance Coordinators are trained to assist the business with filing of the petition if necessary. Once approved, the TAA Coordinator will conduct Trade Adjustment Assistance specific information sessions with all potentially eligible workers

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- (8) Priority for Services:** Describe the local policy and procedures that have been established to 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 and training services in the Adult program.
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WIOA enhances the focus on providing services to the most vulnerable individuals, who are low-income, have limited skills, lack of work experience and face other barriers to economic success. Services are provided to the following individuals: veterans, recipients of public assistance, other low-income individuals and individuals who are basic skills deficient for receipt of individualized career services and training services, as follows:

- A. Recipient of Public Assistance
 - Temporary Assistance for Needy Families (TANF)
 - Member of a family that receives public assistance.
 - Receives Supplemental Nutrition Assistance Program (SNAP) or that has been determined eligible for SNAP in the six months prior to the WIOA application date.
- B. Basic Skills Deficient, including English language services (unemployed or employed)
 - An employed individual that scores at or below a ninth grade level.
 - An employed or unemployed individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.
- C. Low-Income (for employed or unemployed individuals)
 - Recipients of re-employment Assistance
 - The homeless
 - A disabled individual whose own income meets the income requirements but who is a member of a family whose income does not meet said requirement
 - Employed individuals that receives an income, or is a member of a family that receives a total income for the six months prior to the WIOA application date and in relation to family size, does not exceed the Family Income guidelines. The Lower Living Standard income Level for Miami-Dade is 200% and Monroe County is 250% over the 100% Metro for Area 23.
- D. Services are provided to Employed Workers
Employed individuals where the employer has contracted for training services to be provided through the Employed Worker Training Program.

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- (9) Training Services:** Please describe how training services will be provided, including, if contracts for training services are to be used, how such contracts will be coordinated with the use of ITAs. WIOA §134(c)(1)(A)(v)
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Training services shall be provided to individuals:

- Who meet the eligibility requirements after an interview, evaluation, and career planning assessment has demonstrated that employment cannot be retained or obtained by only receiving career services
- Are determined to be in need of training services
- Have the skills and qualifications to successfully participate in a selected program
- Select programs that are directly linked to employment opportunities in the region
- Are unable to obtain other grant assistance or are in need assistance above the levels provided by such other grants

Types of training services provided include:

- Vocational / Occupational Skills Training (OST): Intended to offer individuals with specific skills that are beneficial in carrying out a particular job or group of jobs; it is a classroom training that prepares the targeted population for occupations and careers that will meet the established needs of the local employers.
- Adult Education and Literacy Combined with Vocational / OST Training.
- Employed Worker Training (EWT): Training for the current staff an employer in order to improve the quality of their workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage (as set forth in CSSF's Policy for EWT) of the total training cost for workers that successfully complete training.
- Customized Training (CT): Training designed to meet the special requirements of an employer or a group of employers, conducted with a commitment by the employer(s) to employ, or continue to employ, an individual upon successful completion of the training. The employer pays a percentage (as set forth in CSSF's Policy for CT) of the cost of the training.

- On-The-Job-Training (OJT); Training that the employer provides, at the employer's work site, while paying the participant standard wages and benefits for the position. The targeted population will acquire the knowledge and skills that will be essential in meeting the employer's established needs by receiving hands on experience.
- Transitional Jobs (TJ): A new type of work-based training that is allowed under WIOA. Transitional jobs are time-limited work experiences that are subsidized and are in the public, private or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, and are combined with comprehensive career and supportive services.
- Entrepreneurial and Self-Employment Training (ESET): Provides the basics for starting and operating a small business. Paid Work Experience (PWE): A planned, structured learning experience that takes place in a workplace for a limited period of time. This program affords the targeted population an opportunity to obtain knowledge and skills directly related to targeted industries that are in high demand, therefore meeting the established needs of the local employers.

CSSF contracts with both private and public sector training vendor and education institutions to provide many of the above listed services. Contracts are used to specify desired outcomes and to ensure that performance goals are met.

The Individual Training Accounts (ITA) policy caps training at \$10,000 to cover the cost of up to and including one year of training, except those programs that CSSF have identified as targeted industries. Types of training related services may include tuition, books, lab fees, registration fees, school supplies or tools needed for a specific training program. The policy also includes a performance measures known as the 70/70 Rule. This rule requires training programs to meet a minimum of two of the following performance standards, one of which must be the Placement after Training:

- Completion Rate – 70%
- Placement after Training – 70%
- Training Related Placement – 70%
- Economic Benefit Per Placement – 70%

Training programs neither meeting nor exceeding the minimum requirement will be removed from CSSF's approved offerings list. Programs removed from the list may only return to the approved list of offerings, after being resubmitted for program review and Board approval one year from the initial date of removal.

- (10) Customer choice process:** Describe processes utilized by the local board to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided. WIOA §108(B)(19)
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CareerSource center associates are trained to provide an array of services to job seekers with the desired outcome of employment. The pathway to employment for each job seeker may vary depending upon an individual's unique circumstances/barriers, thus choices exist for each job seeker. In many cases the job seeker may be confused or uncertain as how to search for employment, complete an employment application, nor understand the employment/training opportunities available, etc. Career Center associates are available to assist all job seekers regarding career counseling, assessments (skills/interest), labor market information, referrals to appropriate employers with job openings, and training opportunities.

The consumer report card is the mechanism for informing customers using the One-Stop delivery system. The consumer report card is built upon CSSF's Eligible Training Provider (ETP) list of eligible training providers' program performance and cost information submitted with applications. By school and program the consumer report card displays the following information: completion, placement, training related placement rates, and economic benefit per placement. This information is necessary for customers to understand the options available in choosing a postsecondary occupational training program. CSSF collects and validates program performance and cost information from the eligible training providers and training programs via a locally developed reconciliation tool; all training activities are reconciled monthly by training vendors and One-Stop/Career Center partners.

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

One-stop staff administers ITAs in accordance with CSSF's ITA Policy. An ITA is the vehicle used to pay for or defray the cost of training at an CSSF approved training vendor. An ITA may be part of a value chain or it can also be utilized if an occupation is clearly linked to a priority industry that is in local demand and appears on the Region's Targeted Occupations List (TOL). The ITA authorizes expenditures for tuition and required fees. CSSF has established a maximum ITA amount that will be paid for each occupational/program training area. That cap per approved program is set at 100% of the public institution costs for public education institutions and 110% (of the public institution cost) for private institutions. The maximum program cost cap is \$10,000 in a progressive tier basis based upon whether an occupation is High or Low Growth and/or High or low wage. The Pell award amount is deducted from the Maximum applicable ITA amount. Training costs above that cap is the responsibility of the client.

The case managers establish an ITA for each participant for whom occupational training has been determined to be appropriate. All participants are required to complete coursework in accordance with the timeframes established in the student's Training Plan. Where there is some variance from the Training Plan that is approved by the One Stop Career Center Operator, this is noted in the student's case notes. Amendments to Training Plans require One Stop Career Center Operator approval. The completed Training Plan is kept in the participant case file. All participants who are being referred to training are required to apply for a Pell Grant. The Pell Grant proceeds, when eligible, are applied towards the tuition cost, with ITAs paying only for costs in excess of the Pell award and up to the applicable ITA cap.

A. Describe any ITA limitations established by the board

The following guidelines for participants enrolling in ITAs must be followed:

- Only one training occupation per participant can be paid through an ITA.
- CSSF will only pay once for each required class in an approved training.
- BA programs are ineligible for ITA issuance except when the Board determines that there is a training program that has demonstrated effectiveness in serving targeted populations.

B. Describe any exceptions to the use of ITA

CSSF has utilized ITAs as the primary vehicle to deliver training services to CSSF's customers. However, to enable training to be available for non-ITA training, CSSF is utilizing Customized Training, Employed Worker Training, On-the-Job Training, Transitional Jobs (TJ) and Entrepreneurial and Self-Employment Training (ESET). These exceptions to the use of ITA are described in detail in the answer to Question # 9 above.

[Exhibit_F_Individual Training Account Policy](#)

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

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CSSF's current mechanism for providing training microenterprise and entrepreneurial training is through the various community and economic development partners through the area. One such project is through the Employ Miami Dade (EMD) initiative. EMD allows an individual to be provided with skills training and referred for assistance through one of the many small business development councils, economic, and community based partners in the area if they choose to take the path of starting a business. Future training may also be proposed with various education, economic, and community based partners to further enhance our current available options.

- (13) Enhancing Apprenticeships:** Please describe how the LWDB enhances the use of apprenticeships to support the local economy and individuals' career advancement. Describe how job seekers are made aware of apprenticeship opportunities in the area's career centers. TEGL 3-15

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We believe a more engaged and invested business community will provide additional resources to help fill existing gaps through targeted training opportunities and help create a better skilled workforce. This will give workers, including those with disabilities a clearer pathway to higher paying jobs; and businesses a more direct connection to a talent pipeline of qualified candidates.

An analysis was conducted to quantify the current and future demand for skill sets, so that a pipeline of talent could be developed to the area's most challenging to hire skill sets. Research included employer focus groups, interviews, and skill set surveys. The analyses sought to understand skill sets on the granular level at which hiring managers must make decisions. In addition to quantifying skill set gaps, recommendations were developed and are being implemented to address the gaps. Partnership infrastructure will be enhanced by the development and creation of pre-vocational training programs to address the needs identified by employers. Updates to these analyses, along with new strategies for closing the gaps identified will continue periodically. Additional industries will also be considered for study.

CSSF is committed to promoting Registered Apprenticeship (RA) opportunities as a career pathway for job seekers and as a job-driven strategy for employers and industries to close these gaps. Resources are made available to support participants of apprenticeship programs in the form of ITAs, OJT contracts for new hires, supportive services to include training materials such as books and tools, and employed worker training funds for companies that carry out programs under the National Apprenticeship Act.

CSSF works with the Florida Department of Education Division of Career and Adult Education and the regional apprentice training representative to assist in the expansion of existing or development of new apprenticeship programs based on employer demand in the region. The coordination with eligible training providers, employers, joint apprenticeship training programs, and local educational institutions at the secondary and post-secondary levels also provides support to these programs to meet industry demand and align with local workforce initiatives. Additionally, apprenticeship programs are promoted to employers as a solution to the challenges of finding workers with the skills required to fill essential positions.

Local apprenticeship programs are promoted to job seekers as a career pathway in our centers through partner organizations co-located in our centers, the organization website, flyers, resource rooms, and career development planning with center staff and career counselors. Social Media is an additional resource that is used to target recruitment efforts for openings in specific programs.

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

CSSF offers an array of training services to eligible job seekers and employed workers (participants). Types of trainings include, but are not limited to:

- Employed Worker Training (EWT); Training for an employer for their current staff in order to improve the quality of their workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage (as set forth in CSSF's Policy for EWT) of the total training cost for workers that successfully complete training.
- Customized Training (CT); Training designed to meet the special requirements of an employer or a group of employers, conducted with a commitment by the employer(s) to employ, or continue to employ, an individual upon successful completion of the training, and the employer pays a percentage (as set forth in CSSF's Policy for CT) of the cost of the training.
- On-The-Job-Training (OJT); Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.
- Transitional Jobs (TJ); A new type of work-based training that is allowed under WIOA. Transitional jobs are time-limited work experiences that are subsidized and are in the public, private or nonprofit sectors for individuals with barriers to employment who are chronically employer or have an inconsistent work history, and are combined with comprehensive career and supportive services.
- Entrepreneurial and Self-Employment Training (ESET). Entrepreneurial skills training provide the basics of starting and operating a small business.

We have expanded our initiative with Miami-Dade County Public Schools Pre-Apprenticeship Program to include a Pre-Apprenticeship Summer Internship that will enhance and develop the students skills and provide them with hands on experience in combination with their training. The expansion of this program will allow students to add real world work experience to their resume and increase the opportunity for self-sufficiency.

- CSSF is an integral partner in the infrastructure of the local community. Our relationships with our community partners support the overall foundation of workforce services within our local workforce region. Our Tech-Hire Bootcamp Program allows youth between the ages of 15 and 22 to gain invaluable training in the emerging technology industry while at the same time preparing them for an internship that will allow them to put the skills they've learned into practice. Not only does this program engage and develop students, but it also creates a synergy with the local industry technology based businesses that creates a pathway to significant employment opportunities. In partnership with our local Beacon Council, local businesses are exposed to the quality programs we provide for our youth and the local community.
- Our partnership with Miami Dade County Public Schools allows CSSF to provide a Summer Youth Internship Program to engage students in gaining valuable work experience to practice hands on real world work experience. This program is a collaborative effort to increase the opportunities for future employment opportunities that lead to self-sufficiency.
- CSSF in partnership with the National Flight Academy gives students ages 15 to18 the opportunity to be exposed to Science, Technology, Engineering and Mathematics(STEM) in an aviation themed environment. The curriculum is a week long program that gives youth from the region an educational experience that would not normally be afforded to them without the assistance of the Local Workforce Development Board.
- Our Summer Youth Employment Programs provide a community resource for youth ages 15-18 to obtain extensive work experience while enhancing their work

readiness skills. The program creates a bridge between the youth we engage and the community and businesses we serve.

(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, through the system and ensure that such providers meet the needs of local employers, workers and jobseekers. WIOA §108(b)(6)(A).

The Office of Continuous Improvement (OCI) is a division of CSSF. OCI is responsible for ensuring CSSF and contracted Service Providers (Provider, Partner or Contractor) are adhering to all applicable laws, rules, regulations, and policies governing programs administered on behalf of CSSF.

OCI's plan for administering sub-recipient monitoring includes the following:

- Conducts fiscal, financial system and programmatic reviews of service provider agencies to determine their compliance with federal and state regulations, the executed contract CSSF policies and procedures, and generally accepted accounting principles and practices.
- Reviews service provider independent audit reports to identify findings, follow up on resolving findings and submitting a corrective action plan to ensure compliance with federal audit guidelines.
- Monitors service provider contracts with CSSF to ensure acceptable performance and compliance with contract provisions.
- Conducts performance assessments of service provider agencies to determine their compliance with CSSF policies and procedures, and related state and federal rules and regulations.
- Reviews CSSF policies and procedures for consistency with applicable local, federal and state rules and regulations related to each funding source.
- Conducts performance measures reviews of training vendors.

The scope of these reviews is as follows:

- **Fiscal / Administrative:** Audit fiscal and administrative compliance for contracted service Partners; perform desk audits of service Partners; review independent audit reports, issue management decision letters in compliance with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, perform due diligence reviews of new or prospective service Partners; perform annual employment and training administration salary cap reviews and special investigations/reviews as the need arises; provide technical assistance on fiscal and administrative issues to service Partners.
- **Programmatic / Quality Assurance:** Review the quality and completeness of participants' file documentation; assess provider compliance with program / service requirements as outlined in applicable legislation and CSSF policies and procedures; perform performance measures reviews perform special investigations / reviews as the need arises; provide technical assistance on programmatic and quality assurance issues to service Partners.

Results of these reviews are communicated through formal written reports that are distributed to senior CSSF management and Partners, who are responsible for taking necessary corrective actions, submitting a Plan of Corrective Actions (POCA) and additional supporting documentation as requested, if applicable. POCAs submitted by service providers are accepted or rejected. If rejected, service providers are notified and additional documentation and clarification is required. OCI performs follow-ups on all disallowed costs.

OCI also reviews the performance of the programs listed on the approved eligible training provider list to determine if the programs meet the required performance standards to remain on the approved training programs list. For programs to remain on the approved eligible training provider list, they must meet a minimum of two of the Board's established performance measures one of which must be the Placement after Training:

- Completion Rate – 70%
- Placement after Training Rate – 70%
- Training-Related Placement -70%
- Economic Benefit Per Placement – 70%

Programs failing to meet two of the measures are removed from the approved list, rendering them no longer able to receive funding for Individual Training Accounts.

OCI conducts the annual performance audit and reports the results to the Executive Director who in turn presents the results to the Board. Moreover, programs not on the region's Targeted Occupations List or determined by the Board to not merit receipt of Individual Training Accounts are removed from the approved list.

Continuous education and training of eligible service providers is made available through quarterly monitoring and trainings. CSSF's Programs Training Unit provides competency based and non-competency based training, in accordance with federal, state and locally approved standards for practice in workforce development. The Training Unit encourages one-stop career center partners staff to attain both professional and workforce development education, and to utilize current research to improve service delivery and customer service skills techniques. The Training Unit offers policy, systems and performance training to workforce employees and service providers to ensure that those who deal with program participants possess the necessary critical information, knowledge and skills to serve them with the highest level of professionalism possible. CSSF's Training/Programs Unit provides bi-annual Technical Assistance Workshops for all staff and service providers each year. Workshops are coordinated and conducted by CSSF's staff. Monthly Performance Improvement Meetings are scheduled monthly with CSSF's contracted one-stop career center partners and training vendors.

Moreover, should CSSF propose new initiatives, it will collaborate with service providers for implementation and execution. The DEO's trainers also provide spring and fall trainings to staff and service providers to ensure accuracy of policy and procedures.

Additionally, CSSF measures the effectiveness of business and job seeker services through the use of its locally developed tools. The following are examples of the tools:

- Incomplete Registration Report (looks at intake/registration process to make sure it is complete)
- Referral to Placement Report (looks at quality of job seeker referrals to the businesses)
- Job Order Management Report (ensures that daily management of job orders are conducted with businesses) and
- Soft Exit Report (ensures that all customers are provided follow-up services).

The Customer Service Unit is responsible for maintaining successful client relationships in order to identify customer objectives, constraints, goals and to develop a framework for responding to their needs. CSSF gauges the effectiveness of services to customers through a full time designated customer service representative, who handles all types to inquiries, complaints, and compliments.

The customer service representative attempts to resolve inquiries/complaints by speaking to customers, by telephone or e-mail, by contacting the one-stop career center staff to obtain additional information or documentation, to resolve the issue at hand if needed, by reviewing the databases, by obtaining information or authorization from the program manager or by referring the customer to an outside source for services not provided by CSSF. The customer service representative maintains a detail log documenting each inquiry or complaint received and the status of each one. A report is generated at the end of the month and submitted to CSSF Executive Director. The customer service representative also handles informal appeals.

CSSF will measure general customer satisfaction by implementing and providing customers a survey at the time they complete the services on a random sample basis; the information gathered will help CSSF to best understand the needs and strategic goals of the clients and agencies. In addition, CSSF will conduct mystery shopper services to improve the alignment of performance measures with quality of services.

[Exhibit_F_Individual Training Account Policy](#)

[Exhibit_G_Survey Sample](#)

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

CSSF (Youth Programs) has implemented the fourteen (14) program elements required under WIOA which include the original ten (10) program elements under WIA (which have been consolidated to nine (9) as the summer employment opportunities program element is now a sub-element under paid and unpaid work experiences) and five (5) new program elements. The five (5) new program elements are; financial literacy

education, entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local activities that help youth prepare for and transition to post-secondary education and training; and education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

All youth providers provide access to the fourteen (14) program elements listed below to all eligible youth. The fourteen program elements shall provide comprehensive services and be integrated into year-round activities/ services that are focused on preparing the youth to successfully transition into the workforce and to continue education and training. Services are distinctive and based upon the specific needs of the targeted population/youth.

1. Academic/educational enhancement skills
2. Alternative secondary school services/offerings
3. Summer employment opportunities
4. Paid and unpaid work experience
5. Occupational skills training
6. Leadership development opportunities
7. Support services
8. Adult mentoring
9. Comprehensive guidance and counseling services
10. Follow-up services/retention services
11. Financial literacy education
12. Entrepreneurial skills training
13. Services that provide labor market and employment information
14. Activities that will help youth prepare for and transition to post-secondary education and training.

All program elements are available to eligible youth whether they are provided directly by CSSF's contracted service provider or referred to other community organizations to provide the services. Not every youth will require every activity/ service. CSSF requires

that all services outlined in WIOA must be accessible to all program participants, either through direct provision or by referral.

- A. **Definition of 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 well enough 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

The definition of 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” is Basic Skills Deficient.

The local definition for Basic Skills Deficient means reading, writing or math skills below 9th grade. If a youth is found deficient, CSSF Youth Service Providers are responsible for determining basic skills deficiency by administering the Test of Adult Basic Education (TABE) Test. Each participant is provided with an assessment to include a review of personal, academic/ educational skill levels, occupational skills, employment skills, prior work experience, employability interests, career/ academic goals, aptitudes, and support service needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet his/ her individual needs. For basic skills testing, the TABE test must be used. This assessment must be used to develop the Individual Service Strategy (ISS) that guides the specific service delivery strategies and activities of the youth.

Any youth assessed below the 9th grade in math or reading must receive educational services to address their basic skills (literacy/ numeracy) deficiencies. You must have both a pre and post-test using the same testing instrument.

- B. **Definition of “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

The local definition for those requiring additional assistance to complete an educational program or secure and hold employment is defined as follows: an eligible youth, 14-24 years of age, who has one or more of the following characteristics, but not limited to:

- Gang involved/gang affected Activities
- An Emancipated Minor
- Physically and Mentally Challenged
- Victim of Domestic Violence/ Sexual or Child Abuse
- Language or Cultural Barriers
- Identifiable Mental Health Issues
- Lacking significant or positive work history
- Having one or more disabilities including learning disabilities
- Personal/ family substance abuse
- Alienated by Sexual Preference
- Pregnant or Parenting youth
- Enrolled in an alternative education program
- Migrant family member
- Lacking affordable housing
- Significant geographical barriers to accessing youth development services
- Multiple school suspensions
- Youth involved in the juvenile justice system
- In an alternative residential facility
- Generational public assistance
- Have one or more disabilities, including learning disabilities
- Reside in low-poverty areas

To broaden this definition for youth service delivery, the below additional descriptions are included in the definition:

- Individual (including a youth with a disability) (aged 14 to 24 years),
- Attending an alternative school,
- Education level that is below expected levels

- Lacks family support,
- Has unstable living conditions,
- Has never held a job,
- Has been fired from a job within the twelve (12) months prior to application
- Has worked less than three consecutive months in the same job during the last twelve months, currently has a job below an adequate level for self-sufficiency (underemployed)
- Persons who require supportive services and or/ longer term education and skill training due to multiple barriers to employment
- Enrollment in special education
- Student maintaining less than a “C” average
- Persons with Limited English Proficiency or no English proficiency,
- Non- custodial parent(s)
- Individual has completed educational program, but lacks the appropriate license for that occupation,
- Individual with poor work history,
- Evidence of alcohol or substance abuse,
- Low grades-failing two or more basic skill areas
- Low standardized test scores
- Retained one or more times in school
- School discipline
- Frequent moves between schools
- Truancy or excessive absences
- Enrolled in a drop-out prevention program
- Enrolled in a GED program, GPA below 1.9
- Transportation barrier or a daily trip route requiring two or more transfer or total commute
- Inability to secure adequate child care

REGIONAL PLANNING ANALYSIS

The Workforce Innovation and Opportunity Act (WIOA) provides for a new regional planning process designed to promote alignment with economic development and education, improved services to employers, workers and job seekers, improved performance in the delivery of workforce services and more efficient delivery of services through coordinated administrative arrangements. The CareerSource Florida Network and its partners have a unique opportunity to engage in regional planning in order to meet the goals of both WIOA and, more importantly, Florida's vision for talent development.

Please describe your strategy toward analyzing potential WIOA planning regions as defined in WIOA section 106(a)(2). Such strategy should include, but not be limited to:

- (1) An analysis of the regional economy, labor market areas, and industry sectors in a region that include your local area

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When analyzing the information previously presented under Analysis of Need and Available Resources, it is clear that WDA 23 will continue to see inconsistent highs and lows in employment and as well as shifts in high demand industries over the next four years. One industry that has and will continue to remain consistent for this Area is Travel and Tourism. The Port of Miami and Port Everglades in Fort Lauderdale are home to some of the largest cruise ships in the world and each year millions of passengers travel through both cities as they embark on their vacations.

As we plan for the future we must plan for the continued growth and steady flow of travel and tourism jobs. Proper planning will consist of forging strong working partnerships with neighboring WDA's to ensure that those businesses that cross area lines are properly serviced with little inconvenience to the employer. This should also include joint recruitment efforts and job order sharing.

(2) Specific milestones and timelines for consultation with:

- A. Other local workforce development boards
- B. Local elected officials;
- C. Economic development organizations;
- D. Core and mandatory one-stop partners for potential regional implications;
- E. Analysis of coordination of services with potential regional implications.

CSSF will continue to work with other local CareerSource areas to provide exceptional services to businesses and job seekers. Some examples of coordination efforts with potential regional implications include:

CSSF will operate as an Employment Network for the Social Security Administration's Ticket to Work Program. This program is a free and voluntary program available to people ages 18 through 64 who are blind or have a disability and who receive Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) benefits. This program requires regional coordination with the Florida Department of Vocational Rehabilitation to provide services to those customers in need.

CSSF will partner with neighboring areas to plan, promote and execute regional job and resource fairs for businesses that cross county lines.

As a newly designated Tech Hire City, CareerSource South Florida will be partnering with local organizations to create tech academies throughout the region to promote Science, Technology, Engineering and Math (STEM). These academies will focus on providing career pathway training to those job seekers with barriers to employment and/or training such as the economically disadvantaged, English as a second language, juvenile delinquents and the disabled.

PUBLIC COMMENT PROCESS

Please 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 no more than a 30-day period for comment on the plan before its submission to the Governor, 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)

.....

Copies of the completed plan were made available through CSSF's website for public review and comment. In addition, a survey was developed and sent out to businesses and labor organizations to glean feedback on the final plan. Some of the organizations contacted included the original list of participants that contributed to the drafting of the plan and a select number of recommended new entities. CSSF received no additional response that had not been previously incorporated into the original plan.

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

.....

CSSF followed a similar process with career center, youth and refugee program providers, training vendors, access point partners, WIOA mandated partners, and various community based organizations. CSSF received no additional response that had not been previously incorporated into the original plan.

- (5) Include, as an attachment with the plan to the Governor, any comments that express disagreement, the LWDB's response to those comments, and a copy of the published notice. WIOA §108(d)(3)
-

CSSF received no responses that were in disagreement with the plan submitted. However, the plan remains active on the CSSF website and respondents have the opportunity to submit feedback at any time.

SIGNATURE PAGE

This plan represents the efforts of CareerSource South Florida to implement the Workforce Innovation and Opportunity Act in the following counties:

- Miami-Dade County
- Monroe County

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

Workforce Development Board Chair

Chief Elected Official

Signature

Signature

Name (printed or typed)

Name (printed or typed)

Title

Title

Date

Date



2016-20 WIOA LOCAL PLAN EXHIBITS

EXHIBIT A

SFWIB INTERLOCAL AGREEMENT

&

SFWIB BY-LAWS

MEMORANDUM

Agenda Item No. 10(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

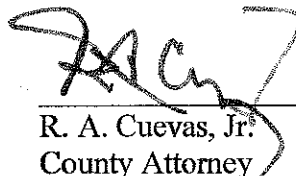
DATE: February 5, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving
Amendments to the Interlocal
Agreement with Monroe County
creating the South Florida
Workforce Investment Board for
Region 23
Resolution No. R-95-13

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the South Florida Workforce and placed on the agenda at the request of Prime Sponsor the Economic Development & Social Services Committee.



R. A. Cuevas, Jr.
County Attorney


RAC/smm

Memorandum



Date: February 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Amending the Interlocal Agreement that Created the South Florida Workforce Investment Board for Region 23 and Extending the Term of the Agreement

This item has been amended to reflect the change made at the January 16, 2013 Economic Development and Social Services Committee meeting. Specifically, to include Resolution No. R-315-06 as an attachment.

Recommendation

The accompanying resolution is being placed before the Board of County Commissioners (Board) at the request of the South Florida Workforce Investment Board (SFWIB). This item approves (a) the Amendments to the Interlocal Agreement with Monroe County that created the South Florida Workforce Investment Board (SFWIB) for Region 23; (b) extends the term of the current Interlocal Agreement through June 30, 2016, and; (c) fulfills the requirements of the Workforce Investment Act section 117(c) (1) (B) to have an executed agreement between the Chief Elected Officials for the workforce region. The Interlocal Agreement expired on June 30, 2012. Approval of the attached Resolution and Agreement will extend the term of the current Interlocal Agreement through and including June 30, 2016. Additionally, the amendments are included in the accompanying attachment from the Executive Director of South Florida Workforce which was approved by Monroe County October 2012.

Scope

The impact of this Interlocal Agreement is countywide.

Fiscal Impact/Funding Source

Adoption of this Resolution does not create an additional fiscal impact to the County.

Track Record/Monitor

Rick Beasley, Executive Director of South Florida Workforce will monitor this agreement.

Background

The proposed amendments will revise the language within the original agreement. All references to Miami-Dade County Manager have been replaced with Chief Elected Official of Miami-Dade County. Further amendments, are required to delete language pertaining to the County's procurement policies and to include the newly established SFWIB procurement policies. Additionally this item will extend the term of four years, to expire on June 30, 2016.

On March 7, 2006, the Board adopted Resolution No. R-315-06 (see attached) which approved an Interlocal Agreement between the chief elected officials of Miami-Dade and Monroe counties which created the SFWIB and the current administrative structure.

The revamped committee structure now includes: the SFWIB Finance, Intergovernmental Affairs, Economic Development, Executive and Workforce Systems Improvement Committees. As a result of these improvements, Workforce Region 23 has been fully chartered by the state's Workforce Board of Directors for the first time since 2002.

The SFWIB developed and presented their two-year local Workforce Services Plan for review and approval by the state. The Workforce Service Plan is required under Title I of the Workforce Investment Act, including Job Corps, Wagner-Peyser Act, Veteran, Migrant and Seasonal Farm Worker, and Trade Adjustment Assistance. The Workforce Services Plan also includes the Welfare Transition /Temporary Assistant to Needy Family and the Food Stamp Employment and Training Programs. The development of the local Workforce Services Plan is critical to having a comprehensive plan consistent with the 2007-2009 State Workforce Investment Plan that will be submitted to the United States Department of Labor.

For the first time since enactment of the federal Workforce Investment Act of 1998, the proposed Workforce Services Plan was accepted and approved without any conditions attached. The SFWIB has also made considerable investments in Miami-Dade County. During fiscal year 2011-2012, every dollar invested to training jobseekers, provided an average return on investment of \$3.44 and an economic benefit of \$25,177 per placement back to the community. Moreover, approximately 57,812 South Floridians were placed in jobs with the assistance of the South Florida Workforce Career Centers.

Attachment



Russell Benford, Deputy Mayor

Memorandum



Date: February 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Rick Beasley, Executive Director *RB*
South Florida Workforce Investment Board

Subject: Resolution Amending Interlocal Agreement with Monroe County

Recommendation

It is recommended the Board of County Commissioners ("Board") approve the attached resolution approving the Amendments to the Interlocal Agreement with Monroe County creating the South Florida Workforce Investment Board (SFWIB) for Region 23 and authorizing the County Mayor to execute the Amendment to the Interlocal Agreement for and on behalf of Miami-Dade County.

Background

On May 7, 2006, the Board adopted Resolution No. R-315-32 which approved an Interlocal Agreement between the chief elected officials of Miami-Dade and Monroe counties. The approval of the Interlocal Agreement created the SFWIB and its current administrative structure. Since the adoption of the Interlocal Agreement, improvements were implemented to enhance employment and training services, as well as, the operating model of the organization.

South Florida Workforce Investment Board (SFWIB) is a public-private partnership that establishes state and federally funded workforce development and training policies for Miami-Dade and Monroe counties. Additionally, SFWIB's services and resources are available to everyone at no cost through a network of career centers located throughout the Region.



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 5, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
2-5-13

RESOLUTION NO. R-95-13

RESOLUTION APPROVING AMENDMENTS TO THE INTERLOCAL AGREEMENT WITH MONROE COUNTY CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR REGION 23 OF THE STATE OF FLORIDA; AUTHORIZING MAYOR OF MIAMI-DADE COUNTY TO EXECUTE AMENDMENT

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

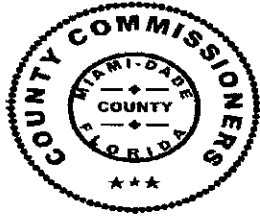
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board approves the Amendments to the Interlocal Agreement with Monroe County Creating The South Florida Workforce Investment Board for Region 23 of the State of Florida, in substantially the form attached hereto and made a part hereof, and authorizes the Mayor of Miami-Dade County to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson aye
Sally A. Heyman	absent	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez aye
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Joni A. Mosely

A handwritten signature in black ink, appearing to be "JAM", is written over a horizontal line. A long, sweeping flourish extends from the left side of the signature across the line.

AMENDMENT TO INTERLOCAL AGREEMENT CREATING
THE SOUTH FLORIDA WORKFORCE INVESTMENT
BOARD FOR REGION 23 OF THE STATE OF FLORIDA

This Amendment to Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida is made and entered into by and between the Chief Elected Official of Miami-Dade County, a political subdivision of the State of Florida, and the Chief Elected Official of Monroe County, a political subdivision of the State of Florida, pursuant to the Florida Interlocal Corporation Act, the Miami-Dade County Home Rule Charter, and applicable federal and state laws and regulations. In consideration of the covenants, conditions, mutual obligations and other good and valuable consideration, the parties hereto agree as follows:

1. Paragraph 1(j) of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida is hereby amended to read as follows¹:

- j. SFWIB members shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval in writing by the ~~[[Miami-Dade County Manager, or the Miami-Dade County Manager's designee]]~~>>Chief Elected Official of Miami-Dade County or the Chief Elected Official of Miami-Dade County's designee<<. All of the aforesaid expenses shall be reimbursed in accordance with federal and state laws and regulations and Miami-Dade County ordinances and policies. All travel expenses for SFWIB members or any other person traveling for and on behalf of or at the request of the SFWIB shall be in conformance with state law relating to travel expenses of public officers and public employees and Miami-Dade County ordinances and policies relating to travel expenses and shall be submitted in writing to the ~~[[Miami-Dade County Manager or the Miami-Dade County Manager's designee]]~~>>Chief Elected Official of Miami-Dade County or the Chief Elected Official of Miami-Dade County's

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

designee<<for approval or denial by the Chief Elected Official of Miami-Dade County or the Chief Elected Official of Miami-Dade County's designee.

2. Paragraph 1(l) of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida is hereby amended to read as follows:

1. The SFWIB shall comply with the procurement and expenditure procedures required by federal law for the expenditure of federal funds. To the extent not in conflict with federal law and regulations, the SFWIB shall comply with the procurement laws and regulations of the State of Florida which may be applicable to Miami-Dade County and ~~[[with the applicable procurement ordinances, administrative orders, and policies of Miami-Dade County]]~~ >>with the procurement policies established by the SFWIB<<.

3. Paragraph 4 of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida is hereby amended to read as follows:

4. The members of the SFWIB and the members of any committees of the SFWIB shall deal with the employees of the administrative entity and SFWIB staff solely through the Executive Director and no such member shall give orders to any employees of the administrative entity or SFWIB staff either publicly or privately. No employee of the administrative entity or SFWIB staff shall respond to or undertake any action to comply with any request by any such member which violates the provisions of the preceding sentence. The Executive Director shall not knowingly allow any such member to deal with any employee of the administrative entity or SFWIB staff in violation of the provisions of the first sentence of this Paragraph #4. No member of the SFWIB or any member of any committee of the SFWIB shall direct or request the appointment of any person to, or his or her removal from office or employment by the Executive Director or by the ~~[[Miami-Dade County Manager]]~~ >>Chief Elected Official of Miami-Dade County<< or by any subordinate of the of the Executive Director or by any subordinate of the ~~[[Miami-Dade County Manager]]~~ >>Chief Elected Official of Miami-Dade County<< or participate in the appointment or removal of officers and employees of the administrative entity or of SFWIB staff nor shall the Executive Director or the ~~[[Miami-Dade County Manager]]~~ >>Chief Elected Official of Miami-Dade County<< or any member of the administrative entity or of SFWIB staff or any subordinate

of any of the foregoing accede to such direction or request. Any violation of any of the provisions of this Paragraph #4 by any of the members of the SFWIB or members of any SFWIB committee shall cause the removal forthwith of such member from the SFWIB or the SFWIB committee or both, as applicable, by operation of this Interlocal Agreement.

4. Paragraph 6 of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida is hereby amended to read as follows:

6. This Interlocal Agreement shall become effective on March 1, 2006, after its execution by the Chief Elected Officials of Miami-Dade County and Monroe County and shall expire on June 30, ~~[[2012]]~~>>2016<<. Both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County, to execute this Interlocal Agreement for and on behalf of Miami-Dade County and Monroe County, respectively.

THIS AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR REGION 23 OF THE STATE OF FLORIDA IS ENTERED INTO ON BEHALF OF:

MIAMI-DADE COUNTY

WITNESSES:

_____, Deputy Clerk

BY _____
Mayor

Date

THIS AMENDMENT TO INTERLOCAL AGREEMENT CREATING THE SOUTH
FLORIDA WORKFORCE INVESTMENT BOARD FOR REGION 23 OF THE STATE OF
FLORIDA IS ENTERED INTO ON BEHALF OF:

MONROE COUNTY


WITNESSES:

_____, Deputy Clerk

BY _____
Mayer

Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:




SUZANNE A. HUTTON
COUNTY ATTORNEY
Date _____

Memorandum



Date: March 7, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Parness
County Manager 

Subject: South Florida Workforce Review and Restructuring

Agenda Item No. 12(A)-(5)

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution relating to the restructuring of the local workforce investment board for Region 23. It is also recommended that the Board waive the requirements of Resolution No. R-377-04 with respect to this Resolution and Interlocal Agreement.

Background

Signed into effect on August 7, 1998, the federal Workforce Investment Act of 1998 (WIA) was created as a comprehensive reform legislation to affect the federal job training programs and to create a complete workforce investment system. To this end, the WIA has included seven key principles as a basis to accomplish these tasks:

- Streamlining services through better integration at the initial contact point, namely the One-Stop delivery system;
- Empowering individuals through financial information and support;
- Creating universal access to employment related services;
- Increasing accountability for state and local entities;
- Creating strong roles for local workforce investment boards and the private sector;
- Allowing for state and local flexibility to tailor services based on local and regional labor markets; and
- Improving youth programs as they relate to local market and community programs and services needs.

Under the federal WIA, each state is mandated to create a State Workforce Investment Board. Shortly after the enactment of the federal legislation, Florida created and passed the Workforce Innovation Act of 2000. The Workforce Innovation Act created Workforce Florida, Inc. and the Workforce Florida Board. Workforce Florida, Inc. monitors and oversees the administration of the state workforce policy, and all of its activities including designating local areas, reviewing local plans, and the programs and services implemented by the local boards.

There are currently twenty-four (24) local areas or regions, in Florida. Within each region, the federal WIA requires the creation of a Local Workforce Investment Board. The members

of the local board are appointed by the chief elected official(s) under the stipulations set forth by the governor and the Workforce Florida Board.

Role of South Florida Workforce Board

The local board, in conjunction with the local chief elected official(s), sets the policy for the portion of the statewide workforce investment system within the local area. The role of the local workforce board includes:

- Developing a five-year local plan and overseeing the one-stop system, youth employment, and training activities;
- Selecting one-stop operators;
- Selecting youth service providers;
- Developing a budget;
- Negotiating agreement on local performance measures;
- Collecting information to assist with the statewide statistical system;
- Promoting private sector involvement on the statewide investment system.

The South Florida Workforce Board (SFWB) is the regional workforce board for Region 23, which encompasses Miami-Dade and Monroe counties. SFWB assists employers and prospective employees with employment services, labor market information, and provides necessary training for the economically disadvantaged, youth, dislocated workers, individuals transitioning from welfare to work, and refugees.

The SFWB's members represent a cross section of the private sector, local elected officials, community based organizations, economic development agencies, private and public educational institutions, organized labor, public employment services, vocational rehabilitation, public assistance and one-stop delivery partners.

The cities of Miami, Miami Beach, Hialeah, and Miami-Dade and Monroe counties have entered into an interlocal agreement dated July 1, 2004 that continued the South Florida Employment and Training Consortium Board (SFETCB). Each chief elected official has a representative on the SFETCB. The liability structure of the interlocal agreement is divided among the members based on the Consortium agreement. The liability allocation as per the Consortium agreement is as follows:

Miami-Dade County	42.2%
City of Miami	33.3%
City of Hialeah	11.1%
City of Miami Beach	6.7%
Monroe County	6.7%
<u>Total</u>	<u>100%</u>

The purpose of the Consortium is to act on behalf of the local chief elected officials and conduct the programs set forth in the federal Workforce Investment Act of 1998. The key functions of the SFETCB are: to appoint the SFWB members, serve as local grant recipient,

designate the local fiscal agent; assume the financial liability in accordance with state and federal law.

The current members of the SFETC Board are:

South Florida Employment and Training Consortium		
<u>Municipality</u>	<u>Member</u>	<u>Representatives (Intergovernmental Liaison Officers)</u>
Miami-Dade County	George Burgess County Manager	Tony E. Crapp, Sr. Assistant County Manager
City of Miami	Joe Arriola, Chief Administrator/City Manager	David Rosemond Chief of Staff
City of Miami Beach	Jorge M. Gonzalez City Manager	Mayra D. Buttacavoli, Director, Human Resources and Risk Management
City of Hialeah	Julio Robaina Mayor	Frederick Marinelli, Director, Dept. of Grants & Human Services
Monroe County	Thomas J. Willi County Administrator	Jerry O'Cathey Community Services Division Director & County Project Manager

The South Florida Workforce staff provides administrative support to both the SFETC and the SFWB. Both boards are also responsible for selecting the Executive Director of the SFW, who in turn reports to both parties. Prior to the current Consortium agreement, the SFETC and the SFWB had separate Executive Directors and staff. However these functions were consolidated in the July 1, 2004 Consortium agreement.

Status of South Florida Workforce

While the purpose of the SFW is to provide assistance to employers and job seekers in Region 23, the governance of the organization is of some concern. There have been two prior reviews of the SFW commenting on the overall lack of coordination and effectiveness of the organization. The first review by the Public Policy Department of the South Florida Workforce mentions the two-organization format of the SFW. According to the study, this structure has created an unclear division of labor. The review goes on to state that the format of the SFW is contributing to the communication problems within the organization.

The second study requested by the SFW was conducted by the Metropolitan Center of Florida International University. This survey-based study also commented on the fragmented communications within the SFW and mentioned the need for SFWB reform, specifically within the areas of Board conduct, conflict of interests, and competence.

In recent months, Workforce Florida, Inc. (WFI) has also expressed some concerns over the South Florida Workforce Board and Consortium structure. In a letter dated December 14, 2004, WFI questioned the ability of the Consortium to function properly with the existing conflicts of interest between Board, Consortium and service provider activities, as well as the responsibilities of staff to the Board. The WFI also has some reticence with regard to the sharing of staff between the SFWB and the SFETC.

In specific terms, the letter from WFI stated the perspective that: "Essentially we have determined that there is one fundamental problem with the new governance design. It must be clear that the Board staff is answerable to the Board alone. While staff may be assigned to perform staffing functions for the consortium, it must be clear that the staff has responsibility to provide the Board with true and accurate information, even if such information reflects negatively upon consortium members. Concerns still exist at the state level as to the ability of the board to complete its functions efficiently and effectively if the staff is not only independent from those entities that deliver services, but also accountable only to the Board. This is particularly true when some of the consortium members are also service providers".

Staffing conflicts arise when Board duties and Consortium duties are at cross purposes. There is the question as to whether the Board can fulfill its mandate effectively if staff also reports to the Consortium. It is these issues that the President of the WFI feels will have a continuing and lasting impact on the accountability, performance, financial oversight, reporting accuracy and other operational functions.

In a recent meeting with the Office of the Mayor on June 24, 2005, the President of WFI specifically indicated that the issues that need to be addressed relative to SFW and SFETC are as follows:

1. Selecting and firing authority for board staff being shared with agencies performing contract work for the board is unacceptable; and
2. Local plans submitted by SFW must be followed in the transaction of local business.

At the conclusion of this meeting the President of WFI, after considerable discussion with the Mayor's staff, indicated his inclination to relax a proposed deadline of August 1, 2005 for changes to be implemented and to work with the Mayor, as one of the Region 23 Chief Elected Officials, in using this current budget year through June 30, 2006 to create a new, acceptable structure that addresses WFI's concerns such that Region 23 can be chartered and its FY 2005-07 Local Workforce Investment Plan approved.

Staff from my office and from the County Attorney's Office have been working with the SFW staff to address the issues raised by the studies and Workforce Florida Inc. In light of the current concerns raised by the WFI, possible legal issues of the SFWB and the need to have the possibility of other options available to the County, it is recommended that the BCC approve the proposed resolution to restructure the local workforce investment board for Region 23.

4

In recent weeks the ongoing effort to develop a proposed restructuring of the local workforce investment board for Region 23 has been accelerated pursuant to a letter dated December 28, 2005 (copy attached) from WFI that modified the previous target date for implementation from June 30, 2006 to February 1, 2006. In the letter of 12/28/05, WFI's President advised SFW regarding a recent meeting of the WFI Board that resulted in the WFI Board voting to disapprove the 2005-2007 plan as submitted by SFW, and also voting to instruct WFI and Agency for Workforce Innovation (AWI) staff to continue providing technical assistance so that an acceptable plan is submitted by February 1, 2006. Further, WFI advised that failure to correct the plan problems would require state staff to propose an alternative for providing workforce services in the region and may require the state board to ask the Chief Elected Officials and County Commissions of both Miami-Dade and Monroe Counties to propose a new oversight entity for workforce services in south Florida. The critically non-compliant elements identified by WFI include the following:

- The Region 23 Board needs to provide that the Executive Director of the Board must be selected by and accountable to the Board;
- Conflicts of interest, actual and potential, must be eliminated so that the counties would not be both exercising oversight authority and providing direct public workforce services funded through WFI; and
- Appointments to be made to the Region 23 Board are to comply with mandated statutory categorical representation

In follow-up to the letter of 12/28/05, staff has continued to work on the proposed restructuring proposal and has traveled to Tallahassee and met with WFI's President and staff to discuss the acceptability of the proposal on January 23, 2006. In a letter dated January 27, 2006 WFI's President indicated that, other than suggesting some minor language refinements/edits, WFI staff was satisfied that the language in the restructuring proposal complied with WFI's requirements regarding selection/supervision of the Executive Director by the regional workforce board (e.g. SFWIB) and prohibiting Miami-Dade and Monroe counties from directly providing public workforce services with funds received from/through WFI. Further, WFI staff also approved the general outline of intended categorical appointments to the regional workforce board.

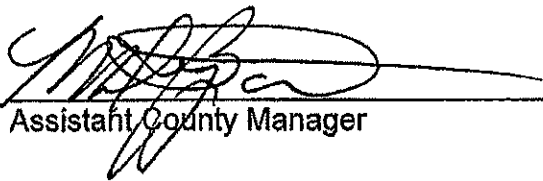
The WFI staff approval of the proposed restructuring is contingent upon formal adoption of the implementing Interlocal Agreement by both counties in its current form. WFI staff intends to recommend contingent chartering of the reconstituted regional workforce board at the next WFI Board meeting on February 16, 2006 and not directing funding to an alternate recipient, if the Interlocal Agreement is adopted. In order to facilitate a smooth transition pursuant to the new Interlocal Agreement, WFI staff intends to recommend that the contingent chartering of the Miami-Dade/Monroe regional workforce board take effect March 1, 2006, with WFI staff monitoring the completion of the transition and appointment of full board membership before notifying the regional workforce board of full charter status, with a report to the WFI Board at its meeting in May 2006.

Under the attached resolution a South Florida Workforce Investment Board (SFWIB) will be created pursuant to an interlocal agreement between the Chief Elected Officials of Miami-Dade County and Monroe County. Under this resolution the SFWIB will be governed by all

legislation applicable to Miami-Dade County boards, including all state laws which will serve to alleviate some of the immediate concerns regarding ethics breaches and conflicts of interest.

The Executive Director of the SFWIB will be selected by the SFWIB. The Executive Director will be an employee of Miami-Dade County within the administrative service of the County and may be removed in the discretion of the SFWIB. Both the Executive Director and the staff of the SFWIB shall be employees of Miami-Dade County thereby removing any sovereign immunity liabilities for staff. The Executive Director will be the Chief Operating Officer of the SFWIB and, as such, will implement the policies, decisions, actions and directives of the SFWIB.

The staff of the SFWIB will implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB to resolve the issues that have been raised by the State WFI.


Assistant County Manager

December 28, 2005

The Honorable Larry Hawkins, Chairman
South Florida Workforce

Mr. Rick Beasley, Executive Director
South Florida Workforce
7300 Corporate Center Drive
Suite 500
Miami, FL 33126

Dear Gentlemen:

Workforce Florida Board of Directors charters regional workforce boards to insure that the local recipients of federal funding are in compliance with federal and state law. In December, 2003, Workforce Florida determined that the administrative structure in Region 23 was not acceptable. All other regions were rechartered in 2003 or early 2004. South Florida Workforce was provided specific instructions to bring their board into compliance with the state board's requirements. The administrative staff asked for patience and time to bring the board into compliance, noting that this large region was experiencing many changes, including the changes of board chair, executive directors, chief elected officials, etc. Staff also noted the many program issues they were being asked to address which related to the regional performance.

Workforce Florida has been patient, but the state board has just completed another period of re-chartering and South Florida Workforce is one of only two regions that are not in substantial compliance. The Workforce Florida Board voted to disapprove the 2005-2007 plan as submitted by South Florida Workforce. Furthermore, the board voted to instruct AWI and WFI staff to continue providing technical assistance to these regions so that acceptable plans are submitted by February 1, 2006. Failure to correct the plan problems would require state staff to propose an alternative for providing workforce services in the region and may require the state board to ask the County Commissions of Miami-Dade and Monroe Counties to propose a new oversight entity for workforce services in south Florida,

To eliminate any confusion, Workforce Florida notes the major deficiencies in the South Florida Workforce plan include:

1. The Miami-Dade/Monroe region is governed differently than any other local board. The existence of the consortium pre-dates the Workforce Investment Act. The existence of the consortium, per se, is not directly the state's

business. However, when governments that are partners in the consortium both appoint members to the board and apply to do business with the board (as service providers) a conflict (perceived or real) occurs which is not acceptable to Workforce Florida and is in direct conflict with the principle enunciated by the Florida Legislature in section 445.007(5), Florida Statutes. The Legislature indicated the regional boards are not to be direct service providers in order to "exercise independent oversight." Miami's arrangement, with board staff providing services to both the board and the consortium (whose members provide direct services) seems to blur the lines if not directly crossing them. In either event, the state board has found this practice to be unacceptable and requires the members of the consortium to either refrain from providing services or agree to exclude the consortium from decisions relating to board appointments and all other decisions of direct conflict. In addition, staff selection decisions (including hiring and firing of the executive director) must be left exclusively to the regional workforce board. Your inter-locd agreement will also have to be changed to insure the independent oversight capability of the workforce board. In order to facilitate such changes our office has been and will continue to be in direct contact with Mayor Alvarez's office to make the necessary modifications to the inter-locd agreement.

2. The appointment of board members is dramatically behind. This office has been in direct conversation with Mayor Alvarez's office and notes both the great cooperation we have had from his office and the progress that has been made in moving board appointments forward. Nevertheless, as reported to the state board, due to the various local consortium members in the region, South Florida Workforce has 13 vacancies from its 45 member board. An additional 17 members are sitting in seats whose terms have expired. Most of the terms expired almost 18 months ago. The failure to appoint board members and to keep up with the appointment process has resulted in a board without a majority of business members making decisions over tens of millions of dollars, counter to the wishes of the Congress and the Legislature. The state board requires South Florida Workforce work with its local appointing authorities to bring the board into compliance with state and federal laws.

Please work with Helen Jones and Mike Switzer of my staff to address these issues.

Respectfully,


Curtis C. Austin

cc: The Honorable Carlos Alvarez, Mayor of Miami-Dade County
The Honorable Charles "Sonny" McCoy, Mayor of Monroe County



RECEIVED

JAN 01 2006

Tony E. Gray, Sr.
County Manager's Office

Curtis Austin, President

January 27, 2006

The Honorable Carlos Alvarez, Mayor
Miami-Dade County
Stephen P. Clark Center, 29th Floor
Miami, FL 22128

The Honorable Charles "Sonny" McCoy, Mayor
Monroe County
503 Whitehead St.
Key West, FL 33040

Dear Mayor Alvarez and Mayor McCoy:

Florida's workforce system is governed by federal and state laws that require Workforce Florida Inc. (WFI) Board, as the state board, to charter Regional Workforce Boards (RWBs). The chartering process gives the RWBs authority to design, direct and oversee workforce local services, receiving and distributing federal and state funds to local service providers.

The essential elements to be recognized as a Regional Workforce Board and entitled to continuing charter status are set out in the federal Workforce Investment Act, the state Workforce Innovation Act of 2000, and the policies adopted by the Workforce Florida Board of Directors. Due to expiration of previously approved 5-year plans effective June 30, 2005, and some new federal and state requirements, WFI directed all 24 current RWBs to submit new/continued 2-year plans and document continued compliance with RWB membership and other structural/governance requirements by September 30, 2005. All submissions were reviewed by state staff and submitted to the WFI Board of Directors meeting on December 1, 2005. Most current RWBs were granted continued charter status outright, with some given contingent approval to be finalized when some minor unfinished tasks were completed, such as appointment of a few Board vacancies.

The WFI Board declined to approve even contingent charter status for RWB 23 for non-compliance issues, noting that RWB 23 had not been fully chartered since 2002 due to similar shortcomings. Although funding had not been previously discontinued on the premise that the RWB was "in transition" and working on correction of deficiencies, at the December 1, 2005 meeting, the WFI Board unanimously voted to withhold charter status and terminate funding to the current RWB 23 Board if critical elements were not brought into compliance by February 1, 2006. The state board also directed WFI staff to arrange for an alternative entity to be designated to receive workforce funds and arrange for continuity of services to the citizens of Miami-Dade and Monroe Counties.

The critically non-compliant elements identified at the WFI Board meeting and further explained in a December 28, 2005 letter from WFI CEO Curtis Austin, were that:

- The Region 23 Board needs to provide that the Executive Director of the RWB Board must be hired by and accountable to the RWB Board;
- Conflicts of interest, actual and potential, be eliminated so that the counties would not be exercising both oversight authority and providing direct public workforce services funded through WFI; and

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- Appointments be made to the RWB Board to comply with mandated statutory categorical representation.

In early January, a draft revised Interlocal Agreement was submitted to WFI which would substantially revise governance, reconstitute the RWB, and eliminate some noted conflicts of interest involving board members. The draft substantially reduced potential for conflicts of interest by private sector members of the board. However the initial draft did not satisfactorily resolve the issue of board staff supervision or potential conflict at county-level. As a result of further dialogue between WFI staff and RWB/county staff, a meeting was held in Tallahassee, on Monday, January 23, involving WFI President Curtis Austin, WFI staff, RWB Executive Director Rick Beasley, Senior Mayoral Advisor Luis Gazitua, Assistant County Attorney Peter Tell and Assistant County Manager Tony Crapp (by telephone). The group did a line-by-line review of a revised draft Interlocal agreement. Other than suggesting some minor language refinements/edits, WFI staff expressed satisfaction that the language in the January 23 document complied with requirements regarding appointment/supervision of the RWB Executive Director and prohibiting the counties from directly providing public workforce services with funds received from/through Workforce Florida, Inc.

WFI staff also approved the general outline of intended categorical appointments to the RWB Board (not intending to approve/disapprove specific individuals.) While noting that the proposed Interlocal Agreement was drafted in consultation with staff of both counties, it is understood that it has not yet been formally adopted by either county, nor have any proposed board member appointments/reappointments been made. WFI staff approval is contingent upon formal adoption by both counties in its current form, and WFI staff would recommend contingent chartering of the reconstituted RWB at the next WFI Board meeting on February 16, 2006, and not directing funding to an alternate recipient, if the draft Interlocal agreement is adopted.

To allow for transitional activities, WFI staff intends to recommend that the contingent re-chartering of RWB 23 take effect March 1, 2006 (if the agreement is adopted), with WFI staff monitoring completion of the transition and appointment of full board membership before notifying RWB 23 of full charter status, with a report back to the WFI Board at its next meeting in May, 2006.

This has been a difficult chartering/re-chartering process particularly for those most engaged in Miami-Dade and Monroe counties. And it has been a high priority for the WFI Board and staff due to the significance of your two counties to the state's overall workforce program. However considerable progress has been made in recent weeks, and we are on the verge of seeing resolution in a way that we hope will also improve services to the citizens of Dade and Monroe counties, a goal we all share.

Sincerely,



Curtis C. Austin

cc: Katherine Wilson, Chair of Workforce Florida
Rick Beasley, Executive Director, RWB 23
Susan Pareigis, Director, AWI
✓ Tony Crapp, Assistant County Manager, M-D County
Michael Switzer, VP for Programs/Performance, WFI

Workforce Florida, Inc.

*Katherine Wilson, Chairman
Curtis Austin, President*

February 20, 2006

The Honorable Carlos Alvarez, Mayor
Miami-Dade County
111 N.W. 1st St, Ste. 2910
Miami, FL 33128

The Honorable Charles "Sonny" McCoy, Mayor
Monroe County
503 Whitehead St.
Key West, FL 33040

Dear Mayor Alvarez and Mayor McCoy:

On Thursday, February 16, 2006, the Workforce Florida, Inc. (WFI) Board of Directors voted to authorize the President of Workforce Florida to approve a charter for Region 23, provided the new interlocal agreement has been adopted in the form approved and appointments to the board have been made by March 1, 2006, contingent on several key tasks being completed by that date, namely approval and execution of the new Interlocal Agreement (ILA) by both Dade and Monroe Boards of County Commissioners, and appointments of the statutorily-required RWB Board members so that they can exercise authority over workforce programs and funds as of that date.

In order to avoid disruption of services to the citizens of Dade and Monroe Counties, the WFI Board directed WFI staff to arrange for discontinuation of workforce funding flowing to/through the current RWB Board (which has not been compliant since 2002), and designation of a state agent to take policy and funding responsibility for local workforce funds until the new board is fully approved and appointed by local action. Based on a member motion at the February 16, 2006, meeting, the WFI Board also directed that a transition audit be performed as of March 1, 2006, to clearly identify assets, liabilities, obligations and any financial problems at that point so that the outgoing RWB, the new RWB, the relevant local elected officials, the state and the public are fully informed of the true status of finances and operational issues as of the "change of command."

Staff of WFI has been advised that the new ILA has been unanimously and formally approved at a public meeting of the Monroe County Board of County Commissioners, and will be duly signed/executed promptly and a copy provide to WFI. WFI staff had previously reviewed the content of the new ILA and found that it satisfied the long-standing concerns articulated by the WFI Board regarding selection/supervision of Board executive staff, inherent and potential conflicts of interest for entities/individuals exercising both policy/oversight roles while also receiving workforce funds to provide direct services. We understand that the identical new ILA will be presented to the Miami-Dade County Board of County Commissioners on Tuesday, February 21, 2006, for approval and execution. Then pursuant to the terms of the new ILA,

1974 Commonwealth Lane - Tallahassee, Florida 32303 - Phone (850) 921-1119 - Fax (850) 921-1101

appointments to the newly constituted RWB Board will be made by both counties, and that Board will then be ready to assume authority and conduct business effective March 1, 2006, with its inaugural meeting to be conducted soon after that date.

In order to clarify current status, it is absolutely essential for the new ILA to be approved in current form by the Miami-Dade Board of County Commissioners at tomorrow's meeting. Deferral of action or adoption of an ILA that is substantially different from that approved by the Monroe BOCC will result in RWB 23 not having a chartered Regional Workforce Board, and triggering the "receivership" option directed by the WFI Board which may thereafter lead to the potential consolidation of the RWB 23 with a chartered Workforce Region. WFI staff has no authority or discretion to offer an extension for local action, but will follow the directions of the WFI Board to arrange for an alternative funding approval process. Workforce Florida will ensure that services to the residents of Miami-Dade and Monroe Counties will not be interrupted by the assignment of administrative responsibilities.

Assuming that favorable action is taken on the new ILA by the Miami-Dade BOCC, then the final major step is appointment of members to constitute the new RWB Board of Directors. At the request of local staff, WFI staff has reviewed the roster of intended appointees for legal sufficiency in terms of mandated representatives, percentage requirements and other provisions of federal and state law regarding such boards. WFI staff does not in any way approve, disapprove or express an opinion on the specific individuals to be appointed, but limited our examination to the compliance with the required categories. As such we find that the tentative roster submitted for review in compliance with all federal and state requirements.

This summary of past developments and current status is offered to clarify tasks at hand and reiterate the importance of timely completion of the local tasks needed for full chartering of a Regional Workforce Board for Miami-Dade and Monroe counties.

Please feel free to contact me or my staff for any further clarification as needed. We have been and continue to be willing to assist with these local tasks, but recognize that we must do so within the parameters of the oversight responsibility of the state Board and in compliance with its direct orders.

Sincerely,


Curtis C. Austin,

cc. Katherine Wilson, Chairman, Workforce Florida
Rick Beasley, Executive Director, South Florida Workforce Board
Luis Gazitua, Senior Advisor to Mayor Alvarez
Susan Pareigis, Director, Agency for Workforce Innovation

SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD MEMBERSHIP 2006
Office of the Mayor of Miami-Dade County

Private Sector - Business	Miami-Dade County Mayor	Barry Johnson, President	Greater Miami Chamber of Commerce
Private Sector - Business	Miami-Dade County Mayor	Dr. Nora Hernandez - Hendrix, Vice President	CAMACOL
Private Sector - Business	Miami-Dade County Mayor	Bill Diggs, President	Miami-Dade Chamber of Commerce
Private Sector - Business	Miami-Dade County Mayor	William Talbert, President and CEO	Greater Miami Convention & Visitor's Bureau
Private Sector - Business	Miami-Dade County Mayor	Vivian Lopez - Blanco, Vice President	Pollo Tropical
Private Sector - Business	Miami-Dade County Mayor	Mike Tomas, President	The Astrl Group
Private Sector - Business	Miami-Dade County Mayor	Bernard Adrever, Senior Vice President and Director of Small Business Banking	Bank United
Private Sector - Business	Miami-Dade County Mayor	Joseph M. Corradino, President	The Corradino Group
Private Sector - Business	Miami-Dade County Mayor	Thomas R. Roth, Project Director	Hines Interests Limited Partnership
Private Sector - Business	Miami-Dade County Mayor	Anne B. Freedman, President	Speak Out, Inc.
Private Sector - Business	Miami-Dade County Mayor	William Carpenter, Vice President	Community Bank
Private Sector - Business	Miami-Dade County Mayor	Jose Acosta, Director	United Parcel Service, UPS
Private Sector - Business	Miami-Dade County Mayor	Ray Castellanos, Vice President	GC HOMES
Private Sector - Business	Miami-Dade County Mayor	Jeffery Blacher, Esq.	Adorno & Yoss, PA
Private Sector - Business	Miami-Dade County Mayor, previous City of Miami appointee	Frank Carollo, CPA	Morrison, Brown, Argiz & Farra, LLP

WFI staff has approved the roster of intended appointees for legal sufficiency in terms of mandated representativeness, percentage requirements and other provisions of federal and state law regarding such boards.

**SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD MEMBERSHIP 2006
Office of the Mayor of Miami-Dade County**

Private Sector - Business	Miami-Dade County Mayor, previous City of Miami appointee	Joe L. Chi, President and CEO	Miami Dragon Boat Race & International Festival
Private Sector - Business	Miami-Dade County Mayor, previous City of Miami appointee	Daniel Fils-Alme, President	Miami Mini Bus Transportation Service
Private Sector - Business	Miami-Dade County Mayor, previous City of Hialeah appointee	Edward Margolis	Mast Realty
Private Sector - Business	Miami-Dade County Mayor, previous City of Hialeah appointee	Jorge Milian, Director	Hialeah Technology Center
Private Sector - Business	Miami-Dade County Mayor, per Miami Beach	George Feldenkreis, Chairman	Supreme International
Private Sector - Business	Miami-Dade County Mayor, per Miami Beach	Roberto Datorre, President	Miami Beach Community Development Corporation
Private Sector - Business	Monroe County Mayor	RESERVED*	RESERVED*
Private Sector - Business	Monroe County Mayor	RESERVED*	RESERVED*
Community Based Organization (1) - Mandated Partner	Miami-Dade County Mayor	Anne Manning, Executive Director	Habitat for Humanity of Greater Miami-Dade County
Community Based Organization (2) - Mandated Partner	Miami-Dade County Mayor, previous City of Hialeah appointee	Pedro Rodriguez, President	Spinal Cord Living Assistance & Job Development, Inc.
Economic Development - Mandated Partner	Miami-Dade County Mayor	Holly E. Wiedman, Executive Vice President	The Beacon Council

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WFI staff has approved the roster of intended appointees for legal sufficiency in terms of mandated representatives, percentage requirements and other provisions of federal and state law regarding such boards.

**SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD MEMBERSHIP 2006
Office of the Mayor of Miami-Dade County**

Private Education - Mandated FTA Agent Partner	Miami-Dade County Mayor	Andres M. Perez, Chief Financial Officer and Vice President	The Academy of South Fl, Microsoft Triple Gold Partner and CISCO Authorized Training Center
Private Education - Mandated Degree Seeking Institution	Miami-Dade County Mayor	Recommendation: PENDING	University of Miami
Public Education (1) - Mandated Partner	Miami-Dade County Mayor, previous City of Hialeah appointee per the School System	Carlos A. Manrique, Workforce Development Education for Miami-Dade Public Schools	Miami-Dade Public Schools
Public Education (2) - Mandated Partner	Miami-Dade County Mayor, previous City of Miami appointee	Dr. Eddie Rivas, Dean of Workforce Development	Miami-Dade Community College
Traditional Partner (1)	Miami-Dade County Mayor, per the request of the City of Hialeah	Fred H. Marinelli, Director of Grants and Human Services	City of Hialeah
Traditional Partner (2)	Miami-Dade County Mayor, per the request of the City of Miami	David Rosemond, Director - NET	City of Miami
Traditional Partner (3)	Miami-Dade County Mayor, per the request of the City of Miami Beach	Mayra D. Buttacovoli, Director, Dept. of Grants and Human Services	City of Miami Beach
Traditional Partner (4)	Monroe County Mayor	Deb Barsell, Project Manager	Monroe County
Workforce Innovation Act - HUD Mandated Partner	Miami-Dade County Mayor	Alphonso K. Brewster, Director	Miami - Dade Housing Agency

WFI staff has approved the roster of intended appointees for legal sufficiency in terms of mandated representatives, percentage requirements and other provisions of federal and state law regarding such boards.

**SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD MEMBERSHIP 2006
Office of the Mayor of Miami-Dade County**

Workforce Innovation Act - CSBG Mandated Partner	Miami-Dade County Mayor	Regina Giles, Division Director	Community Action Agency
Workforce Innovation Act - Title V Mandated Partner	Miami-Dade County Mayor	Ivonne Socorro, Area Manager	AARP/Senior Community Service Employment Program
Workforce Innovation Act - Vocational Rehabilitation Services Mandated Partner	Miami-Dade County Mayor	Cynthia Gaber, District Director	Florida Department of Education, Vocational Division
Workforce Innovation Act - Veterans Programs Mandated Partner	Miami-Dade County Mayor	Alvin W. Roberts, Senior Vice Commander	Veterans of Foreign Wars-Liberty Post #1105
Workforce Innovation Act - Food Stamps/TANF Mandated Partner	Miami-Dade County Mayor	Gilda Ferradaz, District Director	Department of Children and Families
Workforce Innovation Act - Job Corps Mandated Partner	Miami-Dade County Mayor	Iulis Cerezo, Director	Homestead Job Corps Center
Military Base Representation	Miami-Dade County Mayor	Victoria DuBois, Family Support Center Director	U.S. Army Garrison
Organized Labor (1) - Mandated Partner	Miami-Dade County Mayor	Monica Russo, President	Sanitation Employees International Union, SEIU
Organized Labor (2) - Mandated Partner	Miami-Dade County Mayor	Fred Frost, President	South Florida AFL-CIO

WFI staff has approved the roster of intended appointees for legal sufficiency in terms of mandated representatives, percentage requirements and other provisions of federal and state law regarding such boards.

SOUTH FLORIDA WORKFORCE
 INVESTMENT BOARD MEMBERSHIP 2006
 Office of the Mayor of Miami-Dade County

Organized Labor (3) - Mandated Partner	Miami-Dade County Mayor William Riley, Financial Business Manager	International Brotherhood of Electric Workers, IBEW
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TOTAL PRIVATE SECTOR: 23
 TOTAL OTHER SECTORS: 21

*** PENDING FINAL CONFIRMATION**

WFI staff has approved the roster of intended appointees for legal sufficiency in terms of mandated representatives, percentage requirements and other provisions of federal and state law regarding such boards.




MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: March 7, 2006

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 12(A)(5)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(5)

03-07-06

RESOLUTION NO. _____

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH MONROE COUNTY CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR REGION 23 OF THE STATE OF FLORIDA; AUTHORIZING AND DIRECTING COUNTY MANAGER TO IMPLEMENT AGREEMENT; AUTHORIZING MAYOR OF MIAMI-DADE COUNTY TO EXECUTE AGREEMENT, EXERCISE PROVISIONS OF AGREEMENT INCLUDING TERMINATION PROVISION THEREIN; WAIVING REQUIREMENTS OF RESOLUTION NO. R-377-04

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement Creating the South Florida Workforce Investment Board for Region 23 of the State of Florida, in substantially the form attached hereto and made a part hereof, and authorizes and directs the County Manager to implement same for and on behalf of Miami-Dade County, Florida and authorizes the Mayor of Miami-Dade County to execute same for and on behalf of Miami-Dade County and to exercise all the provisions contained therein, including the termination provision, for and on behalf of Miami-Dade County, Florida. Upon the recommendation in writing of the County Manager, the requirements of Resolution No. R-377-04 are hereby waived pursuant to Section 4 of said resolution.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

PST

By: _____
Deputy Clerk

Peter S. Tell

**INTERLOCAL AGREEMENT CREATING THE
SOUTH FLORIDA WORKFORCE INVESTMENT
BOARD FOR REGION 23 OF THE STATE OF FLORIDA**

This Interlocal Agreement is made and entered into by and between the Chief Elected Official of Miami-Dade County, a political subdivision of the State of Florida, and the Chief Elected Official of Monroe County, a political subdivision of the State of Florida, pursuant to the Florida Interlocal Cooperation Act, the Miami-Dade County Home Rule Charter, and applicable federal and state laws and regulations. In consideration of the covenants, conditions, mutual obligations and other good and valuable consideration, the parties hereto agree as follows:

1. The Chief Elected Officials who have executed this Interlocal Agreement have caused to be created hereby a Local Workforce Investment Board for Region 23 of the State of Florida in accordance with federal and state laws and regulations. This Local Workforce Investment Board shall be known as the South Florida Workforce Investment Board (hereinafter sometimes referred to as the "SFWIB"). The SFWIB shall be a separate public body, corporate and politic, and a governmental agency and governmental instrumentality of both Miami-Dade County and Monroe County. The SFWIB shall be a governmental body in all respects and shall be an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States.
 - a. The SFWIB shall have the power to sue and be sued, to plead and to be impleaded, to contract and be contracted with, to enforce contracts and

agreements, to accept grants, gifts or other resources, to engage an independent auditor, to have an official seal and alter same, and to incur tort liability to the extent permitted by Section 768.28, Fla. Stat. The SFWIB may exercise all of the powers specifically granted herein. Except as limited in this Interlocal Agreement, the SFWIB shall exercise all of the powers granted to Local Workforce Investment Boards by the Workforce Investment Act of 1998, as amended from time to time, and Chapter 445, Florida Statutes, as amended from time to time. Nothing herein shall be construed to limit or affect, in any way, the laws relating to sovereign immunity, Section 768.28, Florida Statutes, with respect to the SFWIB.

- b. The Executive Director of the SFWIB shall be selected by the SFWIB. The Executive Director shall be an employee of Miami-Dade County within the administrative service of Miami-Dade County and may be removed from the position of Executive Director of the SFWIB in the discretion of the SFWIB. The Executive Director shall be the Chief Operating Officer of the SFWIB and, as such, shall implement the policies, decisions, actions and directives of the SFWIB.
- c. The staff of the SFWIB shall all be employees of Miami-Dade County and who shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB. The staff of the SFWIB shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.

- d. Legal counsel for the SFWIB shall be the Miami-Dade County Attorney's Office. With the approval of the Chief Elected Official of Miami-Dade County, the SFWIB may from time to time engage special legal counsel for specific legal matters.
- e. The members of the SFWIB shall elect a chairperson of the SFWIB, as required by the Workforce Investment Act of 1998, as amended from time to time, and such other officers as may be deemed necessary and appropriate by the SFWIB. All such officers shall serve in office for a term not to exceed two years. No such officer shall serve more than two terms in office or four years, which ever is less. The chairperson shall serve as the presiding officer at all meetings of the SFWIB.
- f. The organization, operating procedures, and by-laws of the SFWIB shall be determined by the SFWIB and shall become effective upon approval by the Chief Elected Official of Miami-Dade County. The organization, operating procedures, and by-laws of the SFWIB shall comply with the applicable federal, state, and local laws, ordinances, and regulations.
- g. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall be subject to the jurisdiction of the Miami-Dade County Commission on Ethics and Public Trust and the Office of the Miami-Dade County Inspector General. SFWIB members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall comply with the Miami-Dade County Code of Ethics

Ordinance, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, and the Citizens' Bill of Rights. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB, shall be subject to and shall comply with Florida's Public Records and Open Meetings Laws, Section 286.011 et seq., Fla. Stat., and Section 119.01 et seq., Fla. Stat.

- h. No lobbying or legislative activity of any kind in or before any body or person of any kind shall be undertaken by the SFWIB, any member of the SFWIB acting as such or any staff member of the SFWIB acting as such except by making legislative requests as a board to the Miami-Dade County Office of Intergovernmental Affairs as required by Miami-Dade County Ordinance #04-219 or as may be authorized in writing by said Office from time to time.
- i. Notwithstanding any provision of State or federal law, a majority of the appointed members of the SFWIB or a majority of the appointed members of any committees of the SFWIB, who are physically present in the public meeting room or other place of the public meeting, shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State

or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall be permitted to participate in such meeting, take any action at such meeting, or vote at such public meeting. Any such appointed member of the SFWIB or any such appointed member of a committee of the SFWIB who is not physically present in the public meeting room or other place of the public meeting and who, nevertheless, participates in such public meeting, or takes any action at such public meeting or votes at such public meeting, while not being physically present in the public meeting room or other place of the public meeting, shall automatically, by operation of this Interlocal Agreement, be deemed to have thereupon resigned forthwith from membership on the SFWIB, if a member of the SFWIB and from membership on any and all committees of the SFWIB.

- j. SFWIB members shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval in writing by the Miami-Dade County Manager, or the Miami-Dade County Manager's designee. All of the aforesaid expenses shall be reimbursed in accordance with federal and state laws and regulations and Miami-Dade County ordinances and policies. All travel expenses for SFWIB members or any other person traveling for and on behalf of or at the request of the SFWIB shall be in conformance with state law relating to travel expenses of public officers

and public employees and Miami-Dade County ordinances and policies relating to travel expenses and shall be submitted in writing to the Miami-Dade County Manager or the Miami-Dade County Manager's designee for approval or denial by the Miami-Dade County Manager or the Miami-Dade County Manager's designee.

- k. The SFWIB shall consist of a sufficient number of members and shall be composed of members in such a manner as to meet the requirements of State and federal law. The number of members of the SFWIB and the composition of the SFWIB shall be determined by the Chief Elected Official of Miami-Dade County in accordance with the criteria set forth in State and federal law. Members of the SFWIB shall serve at the pleasure of the Chief Elected Official who appointed the member and for such term as determined by the Chief Elected Official who appointed the member. However, no member of the SFWIB shall be appointed to serve a term greater than two years. SFWIB members may be reappointed by the Chief Elected Official who appointed the SFWIB member. Any SFWIB member, regardless of whether or not the SFWIB member is chairperson or other officer of the SFWIB, may be removed for cause or without cause, at any time, in the sole discretion of the Chief Elected Official who appointed the SFWIB member. The Chief Elected Official of Monroe County shall appoint two of the private sector members of the SFWIB and the Chief Elected Official of Miami-Dade County shall appoint all of the other members of the SFWIB. Representatives of businesses appointed to

the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall not include representatives of businesses which are providers of public workforce services with funds provided through or from Workforce Florida, Inc. Furthermore, representatives of businesses appointed to the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall automatically forfeit membership on the SFWIB if the business so represented provides public workforce services with funds provided through or from Workforce Florida, Inc. during the representative's period of membership on the SFWIB. The Chief Elected Official of Miami-Dade County may, solely in his or her discretion, from time to time, consider the recommendations, if any, of the City of Hialeah, the City of Miami, and the City of Miami Beach with respect to the appointment of members of the SFWB by the Chief Elected Official of Miami-Dade County.

1. The SFWIB shall comply with the procurement and expenditure procedures required by federal law for the expenditure of federal funds. To the extent not in conflict with federal law and regulations, the SFWIB shall comply with the procurement laws and regulations of the State of Florida which may be applicable to Miami-Dade County and with the applicable procurement ordinances, administrative orders, and policies of Miami-Dade County.

- m. The County Manager of Miami-Dade County and the administrative service of Miami-Dade County is hereby designated as the local fiscal agent for Region 23 of the State of Florida.
- n. The Chief Elected Official of Miami-Dade County for and on behalf of Miami-Dade County and the Chief Elected Official of Monroe County for and on behalf of Monroe County shall be the local grant recipients for Region 23 of the State of Florida and shall be liable for any misuse of the grant funds allocated to Region 23 of the State of Florida under Sections 128 and 133 of the Workforce Investment Act of 1998, as amended from time to time.
- o. The administrative entity for all Workforce Investment Act, TANF, and other workforce programs implemented by the SFWIB within Region 23 of the State of Florida shall be the administrative service of Miami-Dade County. The administrative service, acting as the administrative entity for the SFWIB, shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB and shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.
- p. In order to exercise independent oversight, Miami-Dade County and Monroe County, respectively, agree that Miami-Dade County and Monroe County shall not be a direct provider of public workforce services with funds provided through or from Workforce Florida, Inc.

2. Monroe County and Miami-Dade County hereby agree to assume financial liability for any misuse of grant funds in accordance with State and federal law: Monroe County agrees hereby to assume 6.7% of any financial liability for any misuse of grant funds; Miami-Dade County agrees hereby to assume 93.3% of any financial liability for any misuse of grant funds.
3. Each Chief Elected Official for and on behalf of their respective jurisdiction agrees hereby to promptly contribute to any SFWIB financial liability or any other financial liability incurred under this Interlocal Agreement as follows:
 - a. No liability of any kind arising out of this Interlocal Agreement shall be paid by the SFWIB or by SFWIB staff or by the administrative entity or by either of the parties to this Interlocal Agreement unless ordered by a court of competent jurisdiction or other superior State or federal governmental entity acting within the scope of its powers and jurisdiction or unless otherwise approved by both parties hereto. Nothing herein shall be construed to waive any rights of the SFWIB or the parties hereto to seek legal or administrative relief from any such liability.
 - b. Tort liability incurred by the SFWIB or incurred by any member of the SFWIB or an member of any committee of the SFWIB or incurred by the Executive Director or by a member of the staff of the SFWIB or of the administrative entity, through or on account of the performance of the lawful acts authorized or required by this Interlocal Agreement shall, to the extent permitted by Section 768.28, Fla. Stat, be solely the

responsibility of the SFWIB and does not and shall not constitute the tort liability of the parties hereto or their respective jurisdictions.

In the event such tort liability is so incurred by any of the foregoing entities or persons, then and only then shall both Miami-Dade County and Monroe County contribute a sum to the SFWIB for the satisfaction of such tort liability incurred which shall equal 6.7% from Monroe County and 93.3% from Miami-Dade County, all of which contributions for a single tort liability claim when aggregated together shall not exceed the limit for a single tort liability claim as set forth in Sec. 768.28, Fla. Stat.

- c. Costs and other expenses disallowed by the State or federal government or by the SFWIB with respect to contracts between the SFWIB and Monroe County or between the SFWIB and Miami-Dade County for the provision of workforce services shall be paid by and shall be the financial liability solely of the contracting county. Nothing herein shall be construed to authorize the SFWIB to be a direct provider of intake, assessment, eligibility determinations, or other direct provider services.
- d. Costs and other expenses disallowed by the State or the United States or any other grantor of grant funds with respect to any contracts or agreements between the SFWIB and any service providers or other entities or caused by errors of the SFWIB or of the administrative entity or caused by misuse of grant funds shall be paid by and shall be the financial liability of Monroe County and Miami-Dade County in accordance with

the following percentages: Monroe County - 6.7%; Miami-Dade County - 93.3%.

3. Nothing in this Interlocal Agreement shall be construed to impose personal financial liability of any kind upon any Chief Elected Official. Nothing in this Interlocal Agreement shall be construed to waive sovereign immunity in tort, except to the extent permitted by Sec. 768.28, Fla. Stat.
4. The members of the SFWIB and the members of any committees of the SFWIB shall deal with the employees of the administrative entity and SFWIB staff solely through the Executive Director and no such member shall give orders to any employees of the administrative entity or SFWIB staff either publicly or privately. No employee of the administrative entity or SFWIB staff shall respond to or undertake any action to comply with any request by any such member which violates the provisions of the preceding sentence. The Executive Director shall not knowingly allow any such member to deal with any employee of the administrative entity or SFWIB staff in violation of the provisions of the first sentence of this Paragraph #4. No member of the SFWIB or any member of any committee of the SFWIB shall direct or request the appointment of any person to, or his or her removal from office or employment by the Executive Director or by the Miami-Dade County Manager or by any subordinate of the Executive Director or by any subordinate of the Miami-Dade County Manager or participate in the appointment or removal of officers and employees of the administrative entity or of SFWIB staff nor shall the Executive Director or the Miami-Dade County Manager or any member of the administrative entity or of SFWIB staff or any

subordinate of any of the foregoing accede to such direction or request. Any violation of any of the provisions of this Paragraph #4 by any of the members of the SFWIB or members of any SFWIB committee shall cause the removal forthwith of such member from the SFWIB or the SFWIB committee or both, as applicable, by operation of this Interlocal Agreement.

5. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall not engage in any activities of any kind unless permitted to be carried on by an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States. Notwithstanding any provision of this Interlocal Agreement, the SFWIB is authorized and empowered to pay reasonable compensation for services rendered and to make payments to advance SFWIB's activities for the benefit of the residents of Region 23 of the State of Florida. Notwithstanding any provision of this Interlocal Agreement, no part of the net earnings of the SFWIB shall inure to the benefit of or be distributable to the officers or members of the SFWIB or any other private person. Notwithstanding any provision of this Interlocal Agreement, in the event of the dissolution, liquidation, termination or expiration of the existence of the SFWIB, after promptly paying or adequately providing for the debts and obligations of the SFWIB, all monies, properties assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to Miami-Dade County for exclusively public purposes. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall only exercise essential

governmental functions on behalf of and accruing to the State of Florida or any political subdivision thereof. Notwithstanding any provision of this Interlocal Agreement, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement shall have the powers and interests of an owner of the SFWIB. Notwithstanding any provisions of this Interlocal Agreement, no private interest shall materially participate in any of the functions, duties, or responsibilities of the SFWIB. Notwithstanding any provision of this Interlocal Agreement, all assets and income of the SFWIB shall accrue to the Chief Elected Officials in their official capacity and their respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall provide an annual report, including annual financial audit by an independent auditor, to both Chief Elected Officials and both respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, control, supervision and authority of the SFWIB shall at all times be vested in public authorities, to wit, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement.

6. This Interlocal Agreement shall become effective on March 1, 2006, after its execution by the Chief Elected Officials of Miami-Dade County and Monroe County and shall expire on June 30, 2008. Both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners

of Monroe County, to execute this Interlocal Agreement for and on behalf of Miami-Dade County and Monroe County, respectively.

7. Upon expiration of this Interlocal Agreement, the SFWIB shall be deemed dissolved and no longer in existence. Upon the expiration date of this Interlocal Agreement and dissolution of the SFWIB or upon the dissolution, liquidation, or termination of the existence of the SFWIB prior to such expiration date, after promptly paying or adequately providing for the debts and obligations of the SFWIB, all monies, properties, assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to Miami-Dade County for exclusively public purposes. This Interlocal Agreement may be renewed in writing upon execution by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County for an additional period of time but no such renewal shall be effective until both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County. This Interlocal Agreement and any renewals or amendments thereto shall be executed in counter-part originals by each party and each such counter-part original shall be deemed an original for all purposes.
8. This Interlocal Agreement may be amended by the parties hereto, from time to time, during the term of this Interlocal Agreement or any renewals thereof, upon the execution of the written amendment by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County but no such written amendment shall be effective until both Chief Elected Officials have

been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County.

9. The Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County are authorized hereby by their respective governing bodies to exercise the right to terminate this Interlocal Agreement at any time but in accordance with the conditions set forth below:

- a. The notice of termination shall be received by the other Chief Elected Official not later than sixty (60) days before the end of the current Workforce Investment Act fiscal year.
- b. The terminating party shall not be deemed released from any current or past financial obligations or any other current or past obligations of any kind whatsoever incurred or agreed to by the terminating party which arise out of this Interlocal Agreement.
- c. Upon the effective date of termination set forth in the termination notice described in a. above, the SFWIB shall be deemed dissolved and no longer in existence.

THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MIAMI-DADE COUNTY

WITNESSES:

_____, Deputy Clerk

BY _____
Mayor

Date

THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MONROE COUNTY

WITNESSES:

_____, Deputy Clerk

BY _____

Mayor

Date

BY-LAWS OF THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Article I - Authority

- (A) Pursuant to Paragraph 1.f. of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida, Chapter 445, Florida Statutes, and applicable State and federal law, the South Florida Workforce Investment Board (hereinafter the "SFWIB") hereby creates and establishes SFWIB By-Laws for the governance of the South Florida Workforce Investment Board. The composition of the SFWIB and the appointment, terms, and removal of members of the SFWIB are set forth in Paragraph 1.k. of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 Of The State Of Florida.

Article II - Adoption and Amendment

- (A) The SFWIB shall adopt these By-Laws at any meeting of the SFWIB upon the affirmative vote of a majority of the then appointed membership of the SFWIB who are empowered to vote.
- (B) Amendment of these By-Laws may occur at any meeting of the SFWIB upon fourteen calendar days prior notice to the members of the SFWIB that amendment of these By-Laws shall be on a particular agenda of the SFWIB and upon the affirmative vote of two-thirds of the then appointed members of the SFWIB who are empowered to vote.

Article III - Officers of the Board

- (A) The Chair of the SFWIB shall be elected by the SFWIB at a meeting of the SFWIB in accordance with Pub. L. No. 105-220, Title I, s. 117(b)(2)(A)(i). The Chair may be

removed from office as Chair without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.

- (1) The Chair of the SFWIB shall be the presiding officer at all meetings of the SFWIB.
 - (2) The term of the Chair of the SFWIB shall not exceed two years and shall serve no more than two terms in office or four years, whichever is less.
 - (3) The Chair of the SFWIB shall appoint all of the chairs of committees and task forces of the SFWIB and all members of all committees and task forces of the SFWIB, subject to the approval or ratification of the SFWIB. All such committee and task force chairs and members of committees and task forces of the SFWIB shall serve at the pleasure of the Chair of the SFWIB and the Chair of the SFWIB may remove the chair of any such committee or task force and any and all such committee members or task force members, without cause at any time.
 - (4) The Chair of the SFWIB shall serve as a nonvoting, *ex officio* member of all committees of the SFWIB and task forces of the SFWIB and the presence of the Chair of the SFWIB shall not count for the purposes of determining the existence of a quorum at any meeting of a SFWIB committee or SFWIB task force.
- (B) The Vice-Chair of the SFWIB shall be elected by the SFWIB at a meeting of the SFWIB. The Vice-Chair shall be elected from among the representatives described in Pub. L. No. 105-220, Title I, s. 117(b)(2)(A)(i). The Vice-Chair may be removed from office as Vice-Chair without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.

- (1) The Vice-Chair of the SFWIB shall be the presiding officer at any meeting of the SFWIB when the Chair of the SFWIB is absent.
 - (2) The term of the Vice-Chair of the SFWIB shall not exceed two years and shall serve no more than two terms in office or four years, whichever is less.
 - (3) In the event that the office of the Chair of the SFWIB is vacant, the Vice-Chair shall assume the duties and powers set forth in (A)(1), (3) and (4) hereinabove until such time as the office of the Chair of the SFWIB is no longer vacant.
- (C) The Executive Director of the SFWIB shall serve *ex officio* as the Secretary of the SFWIB.
- (1) The Secretary is hereby empowered to authenticate and certify documents of the SFWIB and to utilize the official seal of the SFWIB to authenticate and certify documents of the SFWIB.
 - (2) The Secretary shall seek to insure that the proceedings of all SFWIB meetings, SFWIB committee meetings, and SFWIB task force meetings and any other meetings of the SFWIB are noticed and recorded in accordance with the Public Meetings Law of the State of Florida.
 - (3) In the absence or unavailability of the Secretary of the SFWIB, the Secretary shall appoint a member of the staff of the SFWIB to serve as the Secretary Pro Tern for any such meeting. The Chair of the SFWIB shall be notified of such appointment, or, in the event of a vacancy in the office of the Chair, the Vice-Chair shall be notified of such appointment.
 - (4) In the event that the office of the Secretary is vacant, the Chair, or in the event of a vacancy in the office of the Chair, the Vice-Chair, shall appoint a member of the

staff of the SFWIB to serve as the Secretary Pro Tem of the SFWIB until such time as the office of the Secretary of the SFWIB is no longer vacant.

Article IV - Committees and Task Forces

- (A) The ~~Finance~~ Audit Committee shall be a standing committee of the SFWIB and shall meet with respect to those matters assigned to said Committee by the Chair or, in the event there is a vacancy in the office of the Chair, by the Vice-Chair. The ~~Finance~~ Audit Committee shall make recommendations to the SFWIB on the matters so assigned to the ~~Finance~~ Audit Committee.
- (B) The Executive Committee shall be a standing committee of the SFWIB and is empowered to act on behalf of the SFWIB on matters relating solely to contracts if the SFWIB is unable to reach a quorum at a particular meeting, except that the Executive Committee shall not approve contracts with an organization or individual represented on the SFWIB. This authority only extends to those contractual matters which were on the SFWIB agenda where a quorum was not met. The Executive Committee shall report to all members of the SFWIB of any actions it has taken on behalf of the SFWIB by distributing meeting minutes. The Executive Committee shall also meet with respect to those matters assigned to said Committee by the Chair or, in the event there is a vacancy in the office of the Chair, by the Vice-Chair. The Executive Committee shall make recommendations to the SFWIB on the matters so assigned to the Executive Committee.
- (C) All other committees of the SFWIB and task forces of the SFWIB shall be established in accordance with federal and State law by the Chair, or in the event of a vacancy in the office of the Chair, by the Vice-Chair, subject to the approval or ratification of the SFWIB. All committees and task forces shall be consistent

with federal and State law. All committees and task forces shall have the power to make recommendations to the SFWIB on the matters assigned to the committee or task force by the Chair, or in the event there is a vacancy in the office of the Chair, by the Vice-Chair.

Article V - Procedure

- (A) All meetings of the SFWIB, committees of the SFWIB and task forces of the SFWIB shall be conducted in accordance with Robert's Rules of Order, 10th Edition, First Printing October 2000, ISBN-0-7382-0384-X (hardback)/ 0-7382-0307-6 (paperback), except that the SFWIB By-Laws shall prevail in the event of a conflict with the aforesaid Robert's Rules of Order, 10th Edition. Except as provided in Section 445.07, Fla. Stat. or as otherwise provided in the SFWIB By-Laws, an affirmative vote of a majority of the voting members of the quorum present shall be required for the SFWIB to take any action and for committees and task forces of the SFWIB to take any action.
- (B) Any member of the SFWIB or any member of any committee or task force of the SFWIB with a conflict of interest on a matter shall refrain from voting or otherwise participating in the proceedings related to that matter and shall leave the public meeting room or other place of the public meeting until the consideration of that matter is concluded. Any such person who does not leave the public meeting room or other place of the public meeting shall be deemed absent for purposes of constituting a quorum, counting the vote or for any other purpose.
- (C) The SFWIB shall meet not less than four times per calendar year. Special meetings of the SFWIB may be called by the Chair, or in the event of a vacancy

in the office of the Chair, by the Vice-Chair or by a request in writing signed by not less than a majority of the then appointed members of the SFWIB who are empowered to vote and said written, executed request is filed with the Secretary of the SFWIB.

(D) In accordance with Chapter 445, Florida Statutes, if the SFWIB enters into a contract with an organization or individual represented on the SFWIB, the contract must be approved by a two-thirds vote of the board, a quorum having been established. The Board member who could benefit financially from the transaction must abstain from voting on the contract. Regardless of whether or not a particular member or members of the SFWIB will be attending the meeting of the SFWIB when such contract may be discussed or approved by the SFWIB at a public meeting of the SFWIB, it shall be the duty of all members of the SFWIB, regardless of the member's intention or plan to attend or not to attend such meeting, to contact and advise the Secretary of the SFWIB of any such contract as soon as possible and prior to any such contract being considered by the SFWIB for discussion or action or vote.

(E) In the event that any member of the SFWIB, without acceptable excuse, fails to be physically present at fifty (50) percent or two (2) or more of the meetings of the SFWIB, excluding committee and task force meetings of the SFWIB, occurring during any twelve (12) month period, then it shall be the duty and responsibility of the Executive Director of the SFWIB to shall send a letter to the SFWIB member notifying the member of his or her absences. In the event that any SFWIB member, without acceptable excuse, fails to be

physically present at three (3) or more of the meetings of the SFWIB, excluding committee and task force meetings of the SFWIB, occurring during any twelve (12) month period, then the Executive Director shall notify the Chief Elected Official who appointed the member and recommend on behalf of the SFWIB that the member be removed from the SFWIB. “Acceptable Excuse” is defined as an absence for medical reasons, business reasons, personal reasons, or any other reason that the SFWIB, by majority vote, deems appropriate.

EXHIBIT B

CAREERSOURCE SOUTH FLORIDA LOCATIONS

LOCATIONS

Center Locations

Career seekers and employers can access our full suite of hiring and training services at any of our fifteen full service centers.

Center Days and Hours of Operation are the following:

Mondays – Fridays: 8 AM to 5 PM

Carol City center

4888 NW 183 Street
Suites 201-206
Miami Gardens, FL 33055

Key Largo center

103400 Overseas Hwy
Suite 239
Key Largo, FL 33037

North Miami Beach center

801 NE 167 Street
North Miami Beach, FL
33162

City of Miami center

750 NW 20 Street,
4th Floor
Miami, FL 33127

Key West center

1111 12 Street
Suites 307 & 308
Key West, FL 33040

Opa-Locka center

780 Fisherman Street
Suite 110
Opa-Locka, FL 33054

Edison Courts Re-Employment center

325 NW 62 Street
Miami, FL 33150

Little Havana center

5040 NW 7 Street
Suite 200
Miami, FL 33126

Perrine center

9555 SW 175 Terrace
Palmetto Bay, FL 33157

Hialeah Downtown center

240 E 1 Avenue, Suite 222
Hialeah, FL 33010

Miami Beach center

833 6th Street
2nd Floor
Miami Beach, FL 33139

South Miami center

5825 SW 68 Street
Miami, FL 33143

Homestead center

28951 S. Dixie Highway
Homestead, FL 33033

Northside center

7900 NW 27 Avenue
Suite 200
Miami, FL 33147

West Dade center

8485 Bird Road, 2nd Floor
Miami, FL 33155

Access Points

Our Access Point initiative was created to increase access to our services and to engage Faith Based and Community Based Organizations as committed and active partners in the workforce development system.

Adults Mankind Organization, Inc.

1619 SW 107th Avenue
Miami, FL 33165

Kendale Lakes Branch Library

15205 S.W. 88th Street
Miami, Florida 33196

Trinity Church, Inc.

17801 NW 2nd Avenue
Miami, FL 33169

Florida Education Institute, Inc.

5818 SW 8th Street
Miami, FL 33144

Miami Beach Regional Library

227 22nd Street
Miami Beach, FL 33139

United Way Center for Financial Stability

11500 NW 12 Ave,
Miami, FL 33168

Haitian Neighborhood Center Sant La, Inc.

5000 Biscayne Blvd.
Suite 110
Miami, FL 33137

North Dade Regional Library

2455 N.W. 183rd Street
Miami Gardens, FL 33056

West Dade Regional Library

9445 Coral Way
Miami, FL 33165

Hispanic Branch Library

1398 S.W. 1st Street
Miami, FL 33135

Open Arms Community Center Corp.

5556 SW 8th Street
Coral Gables, FL 33144

Homestead Branch Library

700 North Homestead
Boulevard
Homestead, FL 33030

Offender Hub & Services Locations

The Ex-Offender program is committed to using motivation, counseling, and training to prepare them for the workplace. The program provides training and assists those with criminal records remove barriers to employment. The program is successful in placements and retention. CSSF partner providing services to Ex-Offenders is below.

Transition, Inc.

1550 NW 3 Avenue
Building C
Miami, FL 33136

Refugee Locations

Adult Mankind Organization, Inc.

1619 SW 107 Avenue
Miami, FL 33165

Community Coalition, Inc.

2100 Coral Way
Suite 402
Miami, FL 33145

Miami Beach Latin Chamber of Commerce, Inc..

1620 Drexel Avenue
Miami Beach, FL 33139

Adult Mankind Organization, Inc.

12326 Quail Roost Drive
Miami, FL 33177

Cuban American National Council, Inc.

1223 SW 4 Street
Miami, FL 33135

Youth Co-Op, Inc.

3525 NW 7 Street
Miami, FL 33125

Arbor E & T, LLC./CC

240 E 1 Avenue
Suite 212
Hialeah, FL 33010

Lutheran Services of Florida

8532 SW 8 Street
Suite 270
Miami, FL 33144

Youth Co-Op, Inc..

5450 W 16 Avenue
Hialeah, FL 33012

Community Coalition, Inc.

300 E 1 Avenue
Suite 201
Hialeah, FL 33010

Lutheran Services of Florida

9740B SW 24 Street
Miami, FL 33165

In-School Youth

Adults Mankind Organization, Inc.

11025 SW 84 Street,
Cottage 11
Miami, FL 33173

Youth Co-Op, Inc. – Homestead

28951 S Dixie Hwy
Homestead, FL 33030

Youth Co-Op, Inc. – Monroe

103400 Overseas Hwy
#239
Key Largo, FL 33037

Cuban American National Council, Inc.

1223 Southwest 4th
Street, Suite B
Miami, Florida 33135

Youth Co-Op, Inc. – Miami-Dade

5040 NW 7 Street
Suite 200
Miami, FL 33126

Youth Co-Op, Inc. – Monroe

1111 12th Street, S-307 &
S-308
Key West, FL 33040

Out-Of-School Youth

Adults Mankind Organization, Inc.

11025 SW 84 Street,
Cottage 11
Miami, FL 33173

Greater Miami Service Corps

810 NW 28 Street
Miami, FL 33127

Adults Mankind Organization, Inc. - North Miami Beach

801 NE 167 Street
North Miami Beach, FL
33162

Community Coalition, Inc.

2100 Coral Way, Suite 402
Miami, FL 33182

Youth Co-Op, Inc. – Homestead

28951 S Dixie Hwy
Homestead, FL 33030

Youth Co-Op, Inc. – Key Largo

103400 Overseas
Highway #239
Key Largo, FL 33037

Cuban American National Council, Inc.

1223 Southwest 4th
Street, Suite B
Miami, Florida 33135

Youth Co-Op, Inc. – Little Havana

5040 NW 7 St
Suite 300
Miami, FL 33125

Youth Co-Op, Inc. – Key West

1111 12th Street, S-307 &
S-308
Key West, FL 33040

EXHIBIT C

MEMORANDUMS OF UNDERSTANDING (MOUs)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
CENTRO CAMPESSINO-FARMWORKER CENTER, INC.**

This **Memorandum of Understanding** (hereinafter “**MOU**” or “**Agreement**”) is made and entered into by and between the South Florida Workforce Investment Board (hereinafter the “**SFWIB**”) and **Centro Campesino-Farmworker Center, Inc.** (hereinafter “**Centro Campesino**” or “**Agency**”).

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Region 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties, and

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and Access Points located throughout the region, and

WHEREAS, the SFWIB’s delivery of services is enhanced by collaboration and through the integration of available resources and coordination of services through effective partnerships, formal and informal; and sharing of information and referrals that may lead to successful employment and self-sufficiency for clients, and

WHEREAS, Centro Campesino is a not-for-profit development corporation dedicated to improving the quality of life and self-sufficiency of farmworkers, their dependents and other low income residents of South Florida.

WHEREAS, Centro Campesino seeks to provide the community access to employment and training services and maintain an employment assistance and training referral process, delivery system, and feedback procedure.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and Centro Campesino agree as follows:

I. INTRODUCTION

The SFWIB and the Agency enter into this Agreement to seek to ensure that the following principles of the Title I of the Workforce Innovation and Opportunity Act (WIOA) are implemented:

- Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment.
- Improving the quality and labor market relevance of workforce investment, education, and economic development.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

- Access Point partners in collaboration with the SFWIB will be accountable for their performance regarding job referrals/placements to individuals seeking employment. The design and management of the Access Points and the delivery of services must be responsive to meeting the needs of the customer. Customer satisfaction will be a key measure of accountability.

II. PURPOSE

The purpose of this MOU is to establish an Agreement between the SFWIB and the Agency to define and delineate their respective roles and responsibilities for: (1) implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Innovation and Opportunity Act (WIOA); (2) coordination of resources to prevent duplication and seek to ensure the effective and efficient delivery of workforce services in Miami-Dade County, Florida; and (3) establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of educational, human service, job training, and other workforce development services to the residents of Miami-Dade County, Florida.

The parties to this Agreement shall coordinate and perform the activities and services described herein within the scope of applicable law governing their respective programs, services, and agencies.

III. ACCESS POINTS SYSTEM DESCRIPTION

All customers may explore work preparation and career development services and shall have access to information on a range of employment, training, and adult and occupational education programs. Services will be available through organizations with strong community bonds through the Access Points, through multiple off-site locations, or through an electronic system convenient to the customer.

The establishment of a network of Access Points is designed to accomplish the following:

- Eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers seeking employment through the workforce system.
- Establish guidelines for the creation and maintenance of a cooperative working relationship with community organizations, facilitate joint planning and evaluation of services within targeted communities, and manage limited financial and human resources more efficiently.
- Building a workforce development system, which will dramatically increase the number of individuals entering employment and ultimately result in an economic benefit to the community, employers and the state.

IV. SCOPE OF WORK

The Agency agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource Center Operators/Access Points Partners for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

V. PERIOD OF PERFORMANCE

The term of this MOU shall commence upon **July 1, 2015** and terminate at the close of business on **June 30, 2016**.

VI. RESOURCE SHARING

The Agency agrees to the resource sharing methodology as provided in **Exhibit B, Resource Sharing**, attached hereto and incorporated by reference as if fully set forth herein. Any modifications to the resource sharing methodology shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

VII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Agency assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (EO) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. Chapter 11A of the Code of Miami-Dade County, Florida, which prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Agency also assures that the Agency will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Agency's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Agency makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Agency understands the United States has the right to seek judicial enforcement of this assurance.

VIII. IMMIGRATION REFORM AND CONTROL ACT

The Agency shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under this MOU.

IX. CONFIDENTIALITY

- A. The Agency shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Agency shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible 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 and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Agency, if such release is required by federal or state law, shall be construed as a breach of this MOU. The Agency shall provide a completed **Confidentiality Agreement, Attachment 1**.

- B. The Agency, in the course of receiving and utilizing confidential workforce program information for the purpose of performing the Agency's duties under this MOU, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference as if fully set forth herein. The Agency shall maintain the completed confidentiality forms in each employee's personnel file.
- C. A universal **Release of Information Form, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein for use within the CareerSource center system shall be used when referring a job seeker to employment and /or training opportunities.

X. INDEMNIFICATION

- A. All Entities which are not Florida Governmental Entities. The Agency shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or the Agency's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Agency's behalf under this Agreement, including but not limited to volunteers. The Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay

all costs, judgments, and attorneys' fees which may issue thereon. The Agency expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

- B. Term of Indemnification.** The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

XI. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

XII. NOTICE

It is understood and agreed between the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For Centro Campesino-Farmworker Center, Inc.:

Diane Cantor, Executive Director	
Centro Campesino Farmworker Center, Inc.	
<u>Mailing Address:</u>	<u>Physical Address:</u>
P.O. Box 343449	35801 S.W. 186 th Avenue
Florida City, Florida 33034	Florida City, Florida 33034

XIII. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

XIV. PRIOR AGREEMENTS

This document and the Attachments and Exhibits specified below incorporate and include 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 and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a List of Attachments/Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Certification Regarding Environmental Tobacco Smoke
Exhibit	A	Scope of Work
Exhibit	B	Resource Sharing
Exhibit	C	Authorization to Release Confidential Information

XV. AUTONOMY

The SFWIB and the Agency agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the parties hereto. Both parties hereto acknowledge the independence and autonomy of the other party hereto. Both parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Agency is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Agency's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

XVI. GRIEVANCE PROCEDURES

The Agency agrees to comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

XVII. GENERAL PROVISIONS

It is the intent of the Agency to participate in the Access Point(s) as an Access Point Partner. In so doing the Agency agrees to the following:

- All Partners shall participate in job placement activities and follow the SFWIB's applicable procedures and policies related to these activities.
- An Access Point delivery system shall be available to customers for Basic or Individualized service with access to the full range of job placement and career development services. Both electronic access and personal service delivery choices also will be a part of the services provided to customers.
- All Partners shall participate in an integrated intake, referral, and client tracking system operating through the Access Point(s) delivery system and subject to confidentiality constraints.
- Technology and client information with other system Partners shall be jointly shared, subject to confidentiality constraints and other program limitations.
- A joint planning process shall be developed and shall require participation by all Access Point(s) Partners and all CareerSource center Operators. This process will assist the Partners in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs within their community.
- All Partners shall continuously engage in a process of program review and aspire for constant improvement to offer the best possible services and seize opportunities for further integration.

- All Partners shall seek customer input in order to obtain customer satisfaction feedback in an effort to assure that services are responsive to the needs of the community.
- All Partners shall be responsible for compliance with applicable laws and regulations.
- All Partners shall jointly establish, with the SFWIB, processes for job development, referrals and placements, and resolution of disputes with other system Partners.

XVIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of this Agreement, the Agency assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

XIX. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Agency shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XX. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 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.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XXI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient

drug and alcohol treatment. The Agency shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3**.

XXII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Agency shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Agency shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013).

XXIV. CODES OF CONDUCT

The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Agency agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Agency shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.

XXV. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Agency shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXVI. VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veterans' priority statute.

XXVII. INTERGOVERNMENTAL PERSONNEL ACT

The Agency shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

XXVIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Agency shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

XXIX. CERTIFICATION


By signing this Agreement, both parties hereto agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Access Point customers.

INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **Centro Campesino-Farmworker Center, Inc.**
AGREEMENT NUMBER: **MOU-AP-PY'15-03-00**

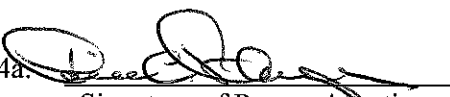
(For Use Only When Partner Is a For-Profit or Not-For-Profit Corporation but not an L.L.C.)

1a.  1b. _____
Signature of President or Vice-President

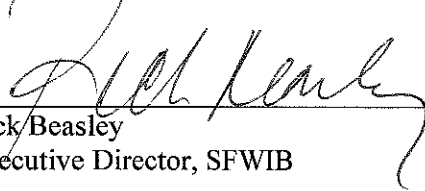
Date 12/4/2015 Date _____

2a. Ana Castilla 2b. _____
Typed Name of President or Vice-President

3a. President 3b. _____
Full Title of President or Vice-President

4a.  4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  12/16/15
Rick Beasley Date
Executive Director, SFWIB

CONFIDENTIALITY AGREEMENT

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Agency** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Agency** by South Florida Workforce Investment Board (SFWIB).

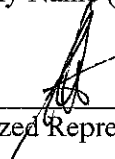
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Agency** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Centro Campesino Farmworker Center, Inc.
Company Name (type or print)


Authorized Representative signature

12/4/2015
Date

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 Department of Economic Opportunity (Department or DEO) 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 South Florida Workforce Investment Board's (SFWIB) 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 SFWIB.
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, the Department or SFWIB. 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 or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____


Work Telephone: _____

E-Mail: _____

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the **Agency** agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Signature

12/4/2015

Date

Ana Castilla, Board of Directors President
Name and Title of Authorized Representative

Centro Campesino Farmworker Center, Inc.
Name of Organization

**PY'15-16
SCOPE OF WORK
CENTRO CAMPESINO-FARMWORKER CENTER, INC.**

The collaboration between the **South Florida Workforce Investment Board (SFWIB)** and **Centro Campesino-Farmworker Center, Inc. (Centro Campesino)** is to provide an SFWIB Access Point at the Centro Campesino facility, where the SFWIB and/or the SFWIB's Contractor's staff will (1) maintain an employment assistance and training referral process, delivery system, and feedback procedure and (2) provide the community access to employment opportunities and training-related services, following the process set forth herein.

I. Location:

The SFWIB and Centro Campesino agree to collaborate in providing an Access Point in the Centro Campesino facility located at:

Centro Campesino-Farmworker Center, Inc.
35801 S.W. 186th Avenue
Florida City, FL 33034
Contact: Diane Cantor
dcantor@ccfcfl.org
(305) 245-7738

II. Targeted Population:

The services will be operated for the benefit of job seekers primarily from the **Southwest Miami-Dade County** community, but also open to job seekers from other surrounding communities.

III. The SFWIB shall:

- Provide up to two (2) employees (SFWIB and/or the SFWIB's Contractor's staff) for forty (40) hours a week for the duration of this Agreement to deliver employment assistance and make training referrals to the CareerSource centers to include the following:
 - Initial Assessment Application (IAA)
 - Completed Employ Florida Marketplace (EFM) Self-Registration
 - EFM Self-Job Matching and Self-Job Referrals
 - EFM Resume
 - EFM Labor Market Information
 - Complete Training Referrals using the **Universal Referral Form (URF) (Attachment 1)** and deliver Referrals to the SFWIB's CareerSource center
 - Provide on-site workshops that include, but may not be limited to:
 - Job search skills
 - Resume writing
 - Cover Letter writing
 - Interviewing skills
 - Document and follow-up with all Centro Campesino's participants receiving employment assistance and training referrals
- Seek to ensure that the SFWIB and/or SFWIB's Contractor's staff engages all Centro Campesino's participants by providing on-site employment and training services and coordinating with the CareerSource center any additional services that may require funding (i.e. Training Enrollment and/or Support Services).

- Seek to ensure that the SFWIB and/or the SFWIB's Contractor's staff:
 - Schedule orientation for participants applying for training; and
 - Advise participants that training enrollments are subject to the availability of funds to the SFWIB.
- Seek to ensure that the SFWIB and/or the SFWIB's Contractor's staff are provided with marketing materials for on-site Access Point usage.
- List Centro Campesino as an SFWIB Access Point on the CareerSource South Florida's (CSSF) website.

IV. The Centro Campesino shall:

- Provide space for up to two (2) employees (SFWIB and/or SFWIB's Contractor's staff) to conduct employment and training services to the community's underserved population.
- Provide outreach and recruit clients from all populations.
- Promote the SFWIB's Access Point on Centro Campesino's website, public materials, in training sessions to clients, and in community meetings.



UNIVERSAL REFERRAL FORM

SECTION A: GENERAL PARTICIPANT INFORMATION			
Name:			Date:
Mailing Address:			
City:	State:	Zip Code:	Telephone #:
Race:	Sex:	Date of Birth:	Military Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Highest Education Level Completed:		Currently Enrolled in School: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-Mail Address:		Name of School:	

SECTION B: REFERRED FROM	
Case Mgr. Name:	Date:
Agency:	Tel.#:
Address:	
City:	State: Zip Code:
E-Mail Address:	

SECTION C: PARTICIPANT EMPLOYMENT INFORMATION			
Currently Working? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current or Last Employer:			
Address:			
City:	State:	Zip Code:	
Telephone #:	Start Date:	End Date:	
Job Title:	Hours Per Week:	Salary:	
Job Description:			
Reason for Leaving:			

SECTION D: REFERRED TO	
Name:	Date:
Agency:	
Address:	
City:	State: Zip Code:
E-Mail Address:	
Purpose of Referral:	
Appointment Date:	Appointment Time:

SECTION E: RESULTS - Complete and Return to Originator in Section B		
<input type="checkbox"/> Registered	<input type="checkbox"/> Reported - Did not register	<input type="checkbox"/> Did not keep appointment
Referred to Job (List name of employer & address in Comments)		
Comments:		

Referring Agency:

- (1) E-Mail this form to agency shown in Section D prior to the appointment.
- (2) Give the participant a copy of this form.

**PY'15-16
RESOURCE SHARING
CENTRO CAMPESINO-FARMWORKER CENTER, INC.**

I. The SFWIB shall:

- Continue to provide up to two (2) employees (SFWIB and/or SFWIB's Contractor's staff) to perform 40-hours of employment and training on-site services on a weekly basis for the duration of this Agreement, at the Access Point location listed in **Exhibit A**.
- Continue to provide **nine (9) computers**, and shall provide an additional **six (6) computers** once additional classroom space is made available by Centro Campesino, at the Access Point location listed in **Exhibit A**.
 - The operating system for the computers is Windows Vista SP3 or Windows 7.
 - The computers will include Microsoft Office Suite software.
- Continue to provide **five (5) tables**, and shall provide an additional **three (3) tables** once additional classroom space is made available by Centro Campesino, at the Access Point location listed in **Exhibit A**.
- Maintain insurance on computers, provided by the SFWIB, at the Access Point location listed in **Exhibit A**.

II. The Centro Campesino shall:

- Provide space at no cost and administrative oversight for the Access Point location listed in **Exhibit A**.
- Pay all facilities costs including, but not limited to, the installation of computer data lines, rent, utilities, telephone system, and maintenance necessary to perform the services related to the Access Point.
- Ensure that the Access Point is secure when not being utilized.

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

Exhibit C

SECTION I - GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ or Date of Birth: _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to release confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to release confidential information to the following person or agency _____

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II - INFORMATION TO BE RELEASED

Check one of the following boxes:

- Release all of my record
- Release only the following information:

Participant must initial each item to be released

- _____ Protected health information
- _____ Public assistance records
- _____ Vocational rehabilitation assessment or evaluation tools
- _____ Social security numbers
- _____ Date of birth
- _____ Telephone numbers
- _____ Other (please specify): _____

SECTION III - EXPIRATION

This authorization expires on: ___/___/___

SECTION IV - SIGNATURE

Participant Signature _____ Date _____

Participant Signature* _____ Date _____

Parent/Guardian Signature (If participant is a minor) _____ Date _____

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

This **Memorandum of Understanding** (hereinafter “**MOU**” or “**Agreement**”) is made and entered into by and between the South Florida Workforce Investment Board (hereinafter the “**SFWIB**”) and **The School Board of Miami-Dade County, Florida** a political subdivision of the State of Florida (hereinafter “**County**”, “**Agency**” or “**Partner**”).

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties, and

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and Access Points located throughout the Area, and

WHEREAS, the SFWIB’s delivery of services is enhanced by collaboration and through the integration of available resources and coordination of services through effective partnerships, formal and informal; and sharing of information and referrals that may lead to successful employment and self-sufficiency for clients, and

WHEREAS, **The School Board of Miami-Dade County, Florida** administers the provides Adult Education Programs designed to assist individuals to: learn English as a Second Language, prepare for the GED (General Educational Development) or High School Diploma, and prepare for a career in Miami-Dade County.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and the Agency agree as follows:

I. INTRODUCTION

The SFWIB and the Agency enter into this Agreement to seek to ensure that the following principles of the Title I of the Workforce Innovation and Opportunity Act (WIOA) are implemented:

- Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment.
- Improving the quality and labor market relevance of workforce investment, education, and economic development.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

II. PURPOSE

The purpose of this MOU is to establish an Agreement between the SFWIB and the Agency to define and delineate their respective roles and responsibilities for: (1) implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Innovation and Opportunity Act (WIOA); (2) coordination of resources to prevent duplication and seek to ensure the effective and efficient delivery of workforce services in Miami-Dade County, Florida; and (3) establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of educational, human service, job training, and other workforce development services to the residents of Miami-Dade County, Florida.

The parties to this Agreement shall coordinate and perform the activities and services described herein within the scope of applicable law governing their respective programs, services, and agencies

III. CAREERSOURCE CENTER SYSTEM DESCRIPTION

The establishment of a network of CareerSource centers is designed to accomplish the following:

- The elimination of unwarranted duplication of services, reduction of administrative costs, and enhanced participation and performance of customers served through the system.
- The establishment of guidelines for the creation and maintenance of a cooperative working relationship, facilitation of joint planning and evaluation of services, and development of more efficient management of limited financial and human resources.
- The building of a workforce development system, which will dramatically upgrade all Floridian's workplace skills and economically benefiting the workforce, employers, and the State.

IV. SCOPE OF WORK

The Agency agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource Center Operators, Youth Programs and/or CareerSource center Partners for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

V. PERIOD OF PERFORMANCE

The term of this MOU shall commence upon **July 1, 2016** and terminate at the close of business on **June 30, 2017**.

VI. COST SHARING

Cost sharing is only applicable for Partners who have personnel stationed at one or more CareerSource centers. If applicable, the Agency agrees to the cost sharing methodology as provided in **Exhibit B, Cost Sharing**, attached hereto and incorporated herein by reference as if fully set forth herein. Any modifications to the cost sharing methodology shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

VII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity

Reconciliation Act of 1996, the Agency assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (EO) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. Chapter 11A of the Code of Miami-Dade County, Florida, which prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Agency also assures that the Agency will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Agency's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Agency makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Agency understands the United States has the right to seek judicial enforcement of this assurance.

VIII. IMMIGRATION REFORM AND CONTROL ACT

The Agency shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

IX. CONFIDENTIALITY

A. The Agency shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Agency shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible 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 and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Agency, if such release is required by federal or state law, shall be construed as a breach of this MOU. The Agency shall provide a completed **Confidentiality Agreement, Attachment 1**.

B. The Agency, in the course of receiving and utilizing confidential workforce program information for the purpose of performing the Agency's duties under this MOU, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference as if fully set forth herein. The Agency shall maintain the completed confidentiality forms in each employee's personnel file.

C. A universal **Release of Information Form, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein for use within the CareerSource center system shall be used when referring a job seeker to employment and /or training opportunities.

X. INDEMNIFICATION

A. **For Florida Governmental Entities.** The Agency shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or the Agency's officers, employees, agents, or servants. The Agency shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Agency shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Agency arising out of the same incident or occurrence which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities,

losses or causes of action which may arise as a result of the negligence of the Agency or the Agency's officers, employees, or servants.

- B. Term of Indemnification.** The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

XI. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

XII. NOTICE

It is understood and agreed between the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For The School Board of Miami-Dade County, Florida:

Alberto M. Carvalho, Superintendent
The School Board of Miami-Dade County, Florida
1450 N. Second Avenue, Suite 912
Miami, Florida 33132

XIII. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

XIV. PRIOR AGREEMENTS

This document and the Attachments and Exhibits specified below incorporate and include 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 and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a List of Attachments/Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Certification Regarding Environmental Tobacco Smoke
Exhibit	A	Scope of Work
Exhibit	B	Resource Sharing
Exhibit	C	Authorization to Release Confidential Information

XV. AUTONOMY

The SFWIB and the Agency agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the parties hereto. Both parties hereto acknowledge the independence and autonomy of the other party hereto. Both parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Agency is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Agency's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

XVI. GRIEVANCE PROCEDURES

The Agency agrees to comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

XVII. GENERAL PROVISIONS

The SFWIB has been designated to act as the administrative entity, grant recipient and fiscal agent for this area. The SFWIB will perform the following functions:

- A.** Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
- B.** Coordinate with the Partner to provide access to workforce services and programs through 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 WIOA and related legislation for: WIOA Title I - Adults, Dislocated Workers, and Youth programs; Wagner-Peyser; UI; Veterans programs; Trade Adjustment Act (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- C.** Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- D.** Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
- E.** Maintain the statewide "CareerSource" branding of each center.
- F.** 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.)
- G.** Provide an area for the Partner's meetings and/or co-location as space permits.
- H.** Model CareerSource core values and maintain a professional working environment.
- I.** Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

It is the intent of the Agency to participate in the CareerSource center(s) as a Center Partner. In so doing the Agency agrees to the following:

- A. Coordinate with the SFWIB for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanism requirements issued by the State of Florida.
- B. Coordinate with the SFWIB 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.
- C. Coordinate with the SFWIB 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.
- D. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One Stop system.
- E. Provide feedback to the SFWIB management regarding the performance of the partnership, including its effectiveness and success.
- F. Provide the SFWIB with monthly outcome numbers for performance data tracking.
- G. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to the SFWIB's staff

XVIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of this Agreement, the Agency assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

XIX. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Agency shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XX. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's

religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 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.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XXI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Agency shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3.**

XXII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Agency shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Agency shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013).

XXIV. CODES OF CONDUCT

The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Agency agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Agency shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.

XXV. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Agency shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXVI. VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veterans' priority statute.

XXVII. INTERGOVERNMENTAL PERSONNEL ACT

The Agency shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

XXVIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Agency shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

XXIX. CERTIFICATION

By signing this Agreement, both parties hereto agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Access Point customers.

INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **The School Board of Miami-Dade County, Florida**
AGREEMENT NUMBER: **MOU-PY'16-17**

(For use Only When Agency Is a Governmental Entity)

1a. _____
Signature of Authorized Representative

Date

2a. **Alberto M. Carvalho**
Typed Name of Representative

3a. **Superintendent**
Full Title of Representative

BY: _____
Rick Beasley
Executive Director, SFWIB

Date

DRAFT-MDCSB

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
THE MONROE COUNTY SCHOOL DISTRICT**

This **Memorandum of Understanding** (hereinafter “**MOU**” or “**Agreement**”) is made and entered into by and between the South Florida Workforce Investment Board (hereinafter the “**SFWIB**”) and **The Monroe County School District** (hereinafter “**County**”, “**Agency**” or “**Partner**”).

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties, and

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and Access Points located throughout the Area, and

WHEREAS, the SFWIB’s delivery of services is enhanced by collaboration and through the integration of available resources and coordination of services through effective partnerships, formal and informal; and sharing of information and referrals that may lead to successful employment and self-sufficiency for clients, and

WHEREAS, **the Monroe County School District** administers the provides Adult Education Programs designed to assist individuals to: learn English as a Second Language, prepare for the GED (General Educational Development) or High School Diploma, and prepare for a career in Monroe County Florida.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and the Agency agree as follows:

I. INTRODUCTION

The SFWIB and the Agency enter into this Agreement to seek to ensure that the following principles of the Title I of the Workforce Innovation and Opportunity Act (WIOA) are implemented:

- Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment.
- Improving the quality and labor market relevance of workforce investment, education, and economic development.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

II. PURPOSE

The purpose of this MOU is to establish an Agreement between the SFWIB and the Agency to define and delineate their respective roles and responsibilities for: (1) implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Innovation and Opportunity Act (WIOA); (2) coordination of resources to prevent duplication and seek to ensure the effective and efficient delivery of workforce services in Miami-Dade County, Florida; and (3) establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of educational, human service, job training, and other workforce development services to the residents of Miami-Dade County, Florida.

The parties to this Agreement shall coordinate and perform the activities and services described herein within the scope of applicable law governing their respective programs, services, and agencies

III. CAREERSOURCE CENTER SYSTEM DESCRIPTION

The establishment of a network of CareerSource centers is designed to accomplish the following:

- The elimination of unwarranted duplication of services, reduction of administrative costs, and enhanced participation and performance of customers served through the system.
- The establishment of guidelines for the creation and maintenance of a cooperative working relationship, facilitation of joint planning and evaluation of services, and development of more efficient management of limited financial and human resources.
- The building of a workforce development system, which will dramatically upgrade all Floridian's workplace skills and economically benefiting the workforce, employers, and the State.

IV. SCOPE OF WORK

The Agency agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource Center Operators, Youth Programs and/or CareerSource center Partners for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

V. PERIOD OF PERFORMANCE

The term of this MOU shall commence upon **July 1, 2016** and terminate at the close of business on **June 30, 2017**.

VI. COST SHARING

Cost sharing is only applicable for Partners who have personnel stationed at one or more CareerSource centers. If applicable, the Agency agrees to the cost sharing methodology as provided in **Exhibit B, Cost Sharing**, attached hereto and incorporated herein by reference as if fully set forth herein. Any modifications to the cost sharing methodology shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

VII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity

Reconciliation Act of 1996, the Agency assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (EO) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. Chapter 11A of the Code of Miami-Dade County, Florida, which prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Agency also assures that the Agency will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Agency's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Agency makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Agency understands the United States has the right to seek judicial enforcement of this assurance.

VIII. IMMIGRATION REFORM AND CONTROL ACT

The Agency shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

IX. CONFIDENTIALITY

A. The Agency shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Agency shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible 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 and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Agency, if such release is required by federal or state law, shall be construed as a breach of this MOU. The Agency shall provide a completed **Confidentiality Agreement, Attachment 1**.

B. The Agency, in the course of receiving and utilizing confidential workforce program information for the purpose of performing the Agency's duties under this MOU, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference as if fully set forth herein. The Agency shall maintain the completed confidentiality forms in each employee's personnel file.

C. A universal **Release of Information Form, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein for use within the CareerSource center system shall be used when referring a job seeker to employment and /or training opportunities.

X. INDEMNIFICATION

A. **For Florida Governmental Entities.** The Agency shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or the Agency's officers, employees, agents, or servants. The Agency shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Agency shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Agency arising out of the same incident or occurrence which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities,

losses or causes of action which may arise as a result of the negligence of the Agency or the Agency's officers, employees, or servants.

- B. Term of Indemnification.** The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

XI. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

XII. NOTICE

It is understood and agreed between the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For the Monroe County School District

Mark T. Porter
Superintendent of Schools
Monroe County School District
241 Trumbo Road
Key West, FL 33040

XIII. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

XIV. PRIOR AGREEMENTS

This document and the Attachments and Exhibits specified below incorporate and include 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 and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a List of Attachments/Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Certification Regarding Environmental Tobacco Smoke
Exhibit	A	Scope of Work

**Exhibit
Exhibit**

**B Resource Sharing
C Authorization to Release Confidential Information**

XV. AUTONOMY

The SFWIB and the Agency agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the parties hereto. Both parties hereto acknowledge the independence and autonomy of the other party hereto. Both parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Agency is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Agency's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

XVI. GRIEVANCE PROCEDURES

The Agency agrees to comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

XVII. GENERAL PROVISIONS

The SFWIB has been designated to act as the administrative entity, grant recipient and fiscal agent for this area. The SFWIB will perform the following functions:

- A.** Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
- B.** Coordinate with the Partner to provide access to workforce services and programs through 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 WIOA and related legislation for: WIOA Title I - Adults, Dislocated Workers, and Youth programs; Wagner-Peyser; UI; Veterans programs; Trade Adjustment Act (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- C.** Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- D.** Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
- E.** Maintain the statewide "CareerSource" branding of each center.
- F.** 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.)
- G.** Provide an area for the Partner's meetings and/or co-location as space permits.
- H.** Model CareerSource core values and maintain a professional working environment.

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

It is the intent of the Agency to participate in the CareerSource center(s) as a Center Partner. In so doing the Agency agrees to the following:

- A. Coordinate with the SFWIB for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanism requirements issued by the State of Florida.
- B. Coordinate with the SFWIB 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.
- C. Coordinate with the SFWIB 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.
- D. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One Stop system.
- E. Provide feedback to the SFWIB management regarding the performance of the partnership, including its effectiveness and success.
- F. Provide the SFWIB with monthly outcome numbers for performance data tracking.
- G. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to the SFWIB's staff

XVIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of this Agreement, the Agency assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

XIX. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Agency shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XX. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 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.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XXI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Agency shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3.**

XXII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Agency shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Agency shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013).

XXIV. CODES OF CONDUCT

The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Agency agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Agency shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al.

and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.

XXV. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Agency shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXVI. VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veterans' priority statute.

XXVII. INTERGOVERNMENTAL PERSONNEL ACT

The Agency shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

XXVIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Agency shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

XXIX. CERTIFICATION

By signing this Agreement, both parties hereto agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Access Point customers.

INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **The Monroe County School District**
AGREEMENT NUMBER: **MOU-PY'16-17**

(For use Only When Agency Is a Governmental Entity)

1a. _____
Signature of Authorized Representative

Date

2a. **Mark T. Porter**

Typed Name of Representative

3a. **Superintendent**

Full Title of Representative

BY: _____
Rick Beasley
Executive Director, SFWIB

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
the DIVISION OF VOCATIONAL REHABILITATION.**

This **Memorandum of Understanding** (hereinafter sometimes referred to as “**MOU**” or “**Agreement**” or “**Contract**”) is made and entered into by and between the South Florida Workforce Investment Board (hereinafter referred to as the “**SFWIB**”) and the **Division of Vocational Rehabilitation**, hereinafter referred to as “**Voc-Rehab**”.

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Area 23 which is comprised of Miami-Dade and Monroe Counties, and

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers located throughout the region, and

WHEREAS, the SFWIB’s delivery of services is enhanced through the integration of available resources, coordination of services through effective linkages and partnerships; and the sharing of information and referrals that may lead to successful employment and self-sufficiency for clients, and

WHEREAS, **Voc-Rehab**’s mission is to help people with disabilities find and maintain employment and enhance their independence by assisting in education, vocational training, and work experience. This partnership is mandated under the Workforce Investment Act.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, SFWIB and **Voc-Rehab** agree as follows:

I. PURPOSE

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

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of 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 agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pinellas County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons within Pinellas 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

II. PROVISION OF SERVICES

A. The South Florida Workforce investment Board dba CareerSource South Florida has been designated to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through 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 WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; UI; Veterans programs; TAA; TANF program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide “CareerSource” branding of each center.
6. 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.)
7. Provide an area for the Partner’s meetings and/or co-location as space permits.
8. Model CareerSource core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

C. The Partner will perform the following functions:

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 in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 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 CareerSource with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

III. METHODS OF INTERNAL RERRAL

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.

IV. CONFIDENTIALITY

The parties to this MOU agree to comply with the provisions of the WIOA and applicable sections of the Rehabilitation Act and any other applicable statutes or requirements to assure the following:

- A. All applicants and individual records relating to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. No party will publish, disclose or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to CareerSource center applicants, participants, or customers overall.
- C. The parties agree to abide by the current confidentiality provisions of the applicable federal and state statutes and regulations and shall share information necessary for the administration of the program. The parties therefore agree to share client information necessary for provision of services under WIOA, i.e., intake, basic services, and eligibility; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.
- D. A universal **Release of Information Form, Exhibit C** attached hereto and incorporated herein by reference hereto as if fully set forth herein for use within the CareerSource center system shall be used, in an effort to reduce the duplication to customers.

V. INDEMNIFICATION

- A. All Entities Which are Not Florida Governmental Entities. **Voc-Rehab** shall indemnify and hold harmless SFWIB and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by **Voc-Rehab** or Voc-Rehab's officers, employees, agents, servants, partners, principals or subcontractors. **Voc-Rehab** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue

thereon. **Voc-Rehab** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Voc-Rehab** shall in no way limit the responsibility to indemnify, keep and save harmless and defend SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

- B. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

VI. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

VII. NOTICE

It is understood and agreed between the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For Division of Vocational Rehabilitation:

Cynthia Gaber, Area Director
Division of Vocational Rehabilitation
7975 NW 154th Street, Suite 230
Miami Lakes, Florida 33016-5864

VIII. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

IX. PRIOR AGREEMENTS

This document and its attachments 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.

X. GRIEVANCE PROCEDURES

Voc-Rehab agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by State and federal law.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **Division of Vocational Rehabilitation**
AGREEMENT NUMBER: **MOU-PY'16-0?-0?**

1a. _____ 1b. _____
Signature of Area Director

Date

Date

2a. **Joseph Segor** _____ 2b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: _____
Rick Beasley
Executive Director, SFWIB

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
The LIGHTHOUSE FOR THE BLIND, INC**

This **Memorandum of Understanding** (hereinafter “**MOU**” or “**Agreement**”) is made and entered into by and between the South Florida Workforce Investment Board (hereinafter the “**SFWIB**”) and **The Lighthouse for the Blind Inc.** (hereinafter “**County**”, “**Agency**” or “**Partner**”).

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties, and

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and Access Points located throughout the Area, and

WHEREAS, the SFWIB’s delivery of services is enhanced by collaboration and through the integration of available resources and coordination of services through effective partnerships, formal and informal; and sharing of information and referrals that may lead to successful employment and self-sufficiency for clients, and

WHEREAS create and enhance career opportunities for independence and self-sufficiency for jobseekers who are blind, and with low vision . This partnership is mandated under the Workforce Innovation and Opportunity Act (WIOA)

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and the Agency agree as follows:

I. INTRODUCTION

The SFWIB and the Agency enter into this Agreement to seek to ensure that the following principles of the Title I of the Workforce Innovation and Opportunity Act (WIOA) are implemented:

- Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment.
- Improving the quality and labor market relevance of workforce investment, education, and economic development.
- Promoting improvement in the structure and delivery of services.
- Increasing the prosperity of workers and employers.
- Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

II. PURPOSE

The purpose of this MOU is to establish an Agreement between the SFWIB and the Agency to define and delineate their respective roles and responsibilities for: (1) implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Innovation and Opportunity Act (WIOA); (2) coordination of resources to prevent duplication and seek to ensure the effective and efficient delivery of workforce services in Miami-Dade County, Florida; and (3) establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of educational, human service, job training, and other workforce development services to the residents of Miami-Dade County, Florida.

The parties to this Agreement shall coordinate and perform the activities and services described herein within the scope of applicable law governing their respective programs, services, and agencies

III. CAREERSOURCE CENTER SYSTEM DESCRIPTION

The establishment of a network of CareerSource centers is designed to accomplish the following:

- The elimination of unwarranted duplication of services, reduction of administrative costs, and enhanced participation and performance of customers served through the system.
- The establishment of guidelines for the creation and maintenance of a cooperative working relationship, facilitation of joint planning and evaluation of services, and development of more efficient management of limited financial and human resources.
- The building of a workforce development system, which will dramatically upgrade all Floridian's workplace skills and economically benefiting the workforce, employers, and the State.

IV. SCOPE OF WORK

The Agency agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource Center Operators, Youth Programs and/or CareerSource center Partners for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

V. PERIOD OF PERFORMANCE

The term of this MOU shall commence upon **July 1, 2016** and terminate at the close of business on **June 30, 2017**.

VI. COST SHARING

Cost sharing is only applicable for Partners who have personnel stationed at one or more CareerSource centers. If applicable, the Agency agrees to the cost sharing methodology as provided in **Exhibit B, Cost Sharing**, attached hereto and incorporated herein by reference as if fully set forth herein. Any modifications to the cost sharing methodology shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

VII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity

Reconciliation Act of 1996, the Agency assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), 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;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (EO) No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. Chapter 11A of the Code of Miami-Dade County, Florida, which prohibits discrimination in employment and places of public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Agency also assures that the Agency will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Agency's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Agency makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Agency understands the United States has the right to seek judicial enforcement of this assurance.

VIII. IMMIGRATION REFORM AND CONTROL ACT

The Agency shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

IX. CONFIDENTIALITY

A. The Agency shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Agency shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible 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 and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Agency, if such release is required by federal or state law, shall be construed as a breach of this MOU. The Agency shall provide a completed **Confidentiality Agreement, Attachment 1**.

B. The Agency, in the course of receiving and utilizing confidential workforce program information for the purpose of performing the Agency's duties under this MOU, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference as if fully set forth herein. The Agency shall maintain the completed confidentiality forms in each employee's personnel file.

C. A universal **Release of Information Form, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein for use within the CareerSource center system shall be used when referring a job seeker to employment and /or training opportunities.

X. INDEMNIFICATION

A. **All Entities which are not Florida Governmental Entities.** The Agency shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or the Agency's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Agency's behalf under this Agreement, including but not limited to volunteers. The Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Agency expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

B. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

XI. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

XII. NOTICE

It is understood and agreed between the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For The Lighthouse for the Blind Inc:

Virginia Jacko
President & Executive Chief Officer
601S.W. 8th Avenue
Miami, Florida 33130

XIII. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

XIV. PRIOR AGREEMENTS

This document and the Attachments and Exhibits specified below incorporate and include 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 and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a List of Attachments/Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Certification Regarding Environmental Tobacco Smoke
Exhibit	A	Scope of Work
Exhibit	B	Resource Sharing
Exhibit	C	Authorization to Release Confidential Information

XV. AUTONOMY

The SFWIB and the Agency agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the parties hereto. Both parties hereto acknowledge the independence and autonomy of the other party hereto. Both parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Agency is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Agency's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

XVI. GRIEVANCE PROCEDURES

The Agency agrees to comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

XVII. GENERAL PROVISIONS

The SFWIB has been designated to act as the administrative entity, grant recipient and fiscal agent for this area. The SFWIB will perform the following functions:

- A.** Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
- B.** Coordinate with the Partner to provide access to workforce services and programs through 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 WIOA and related legislation for: WIOA Title 1 - Adults, Dislocated Workers, and Youth programs; Wagner-Peyser; UI; Veterans programs; Trade Adjustment Act (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- C.** Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- D.** Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida.
- E.** Maintain the statewide "CareerSource" branding of each center.
- F.** 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.)
- G.** Provide an area for the Partner's meetings and/or co-location as space permits.
- H.** Model CareerSource core values and maintain a professional working environment.
- I.** Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

It is the intent of the Agency to participate in the CareerSource center(s) as a Center Partner. In so doing the Agency agrees to the following:

- A. Coordinate with the SFWIB for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanism requirements issued by the State of Florida.
- B. Coordinate with the SFWIB 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.
- C. Coordinate with the SFWIB 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.
- D. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One Stop system.
- E. Provide feedback to the SFWIB management regarding the performance of the partnership, including its effectiveness and success.
- F. Provide the SFWIB with monthly outcome numbers for performance data tracking.
- G. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to the SFWIB's staff

XVIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of this Agreement, the Agency assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

XIX. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Agency shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XX. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's

religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 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.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XXI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Agency shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3.**

XXII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Agency shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XXIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Agency shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013).

XXIV. CODES OF CONDUCT

The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Agency agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Agency shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.

XXV. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Agency shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXVI. VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veterans' priority statute.

XXVII. INTERGOVERNMENTAL PERSONNEL ACT

The Agency shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

XXVIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Agency shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

XXIX. CERTIFICATION

By signing this Agreement, both parties hereto agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to Access Point customers.

INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **The Lighthouse for the Blind**
AGREEMENT NUMBER: **MOU-PY'16-17**

(For use Only When Agency Is a Governmental Entity)

1a. _____
Signature of Authorized Representative

Date

2a. Virginia Jacko
Typed Name of Representative

3a. **President & Executive Chief Officer**
Full Title of Representative

BY: _____
Rick Beasley
Executive Director, SFWIB

Date

EXHIBIT D

PROCUREMENT OF SERVICE PARTNERS

EXHIBIT C

I. Procurement

i. Procurement of Service Partners

A. Competitive Process for Awards to Service Partners

SFWIB competitive process is a set of rules that safeguard fair and objective decision-making when choosing Career Center Service Partners or awarding other grant funds to partners. These rules must comply with appropriate federal, state, and local requirements. Central to this process are the core values of *integrity*, *accountability*, and a *systems* perspective.

SFWIB complies with F.S. 287 and 2 CFR Part 200.

a.1 **Records Management**

In accordance with federal and state requirements, records are maintained for a minimum of three (3) years for each procurement process. These records include documentation for the purpose and rationale for the method of procurement, contractor selection or rejection, and a cost/price analysis.

a.2 **Rationale for Procurement Method**

For each competitive procurement, the method used for the procurement, (e.g., Request for Proposals, Invitation to Negotiate. etc.) is maintained on file. The rationale for all non-competitive procurements is documented according to applicable regulations, cost thresholds, type of service being procured and/or emergency procurement situations.

a.3 **Contractor Rejection or Selection**

The evaluation criteria are kept on file for each procurement effort, including the individual evaluation forms completed for each proposal submitted. In addition, copies of correspondence sent to Service Partners in regards to the procurement are kept, as is documentation of SFWIB actions concerning the selection or non-selection of partners.

a.4 Basis for Contract Price

The cost/price analysis and proposed cost of service serve as the basis for negotiation and final price for the proposed service of the contract price. Any miscellaneous correspondence regarding the proposed costs will be maintained in the appropriate file.

a.5 Code of Conduct/Standard of Conduct/Conflict of Interest-Award/Administration of Contracts

SFWIB contract award and administration process follows Miami-Dade County's conflict of interest guidelines. In addition, SFWIB adheres to the standard of conflict/conflict of interest governing the performance of employees, officers, and contractors engaged in the award and administration of contract as prescribed by the Florida Commission on Ethics, Guide to the Sunshine Amendment and Code of Ethics for Public Officers.

No individual (SFWIB permanent or temporary staff, authorized agent, or SFWIB member) shall participate in or cast a vote in the selection of, or in the award of a contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise when the individual (SFWIB permanent or temporary staff, authorized agent, or SFWIB member), or any member of the individual's immediate family, individual's partner, or on organization which employs or about to employ any of the above, has a financial or other interest in the agency or organization selected for the award.

Furthermore, for SFWIB staff, Miami-Dade County code requires any employee seeking to have outside employment or other outside income producing business involvement must first obtain written approval from the SFWIB Executive Director. In this way it is possible for the SFWIB to control conflicts of interests.

In addition, SFWIB procurement process exercises further control of conflict of interest. Responses to the solicitations are evaluated by a team, which includes staff and may contain individuals outside SFWIB with expertise in the particular area, SFWIB members, using a point system based on evaluation criteria published in each solicitation. The evaluation criteria scoring sheet requires evaluation team members to declare a conflict of interest, and if a conflict is declared by a member in regards to an agency, then the scores of that member are not considered in the development of a total point score for that procurement. Recommendations developed by the evaluation/rating team in the Sunshine are subject to the SFWIB Committee structure with the SFWIB making the final funding decisions.

B. Method of Procurement and Procurement Process

To the extent possible, Service Partners for Region 23 are selected through a competitive procurement process in accordance with F.S. 287 and 2 CFR Part 200. Non-competitive with sole source and emergency procurements, may be authorized in accordance with F.S. 287 and 2 CFR Part 200.

b.1 Legal Notices

Notices of a solicitation are published in "The Miami Herald", "The Miami Times", "Diario Las Americas", and the "Key West Citizen." SFWIB maintains a bidders list that is updated on an on-going basis. Specialized or targeted solicitations may also be used. These solicitations are generally based on time requirements and/or specific expertise requirements. These specialized or targeted solicitations may be sent to limited mailings, for example current or specialized partners.

b.2 Cone of Silence

All parties to competitive procurements are limited by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communication. These policies prohibit communications regarding this solicitation between a current or potential contractor and any SFWIB staff, or any other person serving as a selection committee member during this procurement process. Respondents directly contacting Board members, staff, or selection committee members risk elimination of their response from consideration.

b.3 Offerors Conference

All competitive procurements issued by SFWIB contain the requirement to hold an Offerors Conference and encourages potential respondents to a solicitation to attend since this is the only venue at which questions of a substantive nature can be answered. No substantive questions can be answered by staff outside of this public session(s).

b.4 Contract Terms

Specific contract terms, conditions, and method of payment are a component of the contract negotiation process and a respondent to the specific solicitation shall negotiate the final contract in good faith. Language may be written into the solicitation that would allow for an option to renew contracts on a year-to-year basis, up to the period identified in the original procurement. Contract renewal language states the contract requirement for renewal, which may include but is not limited to: meeting contract performance requirements: a review of the effectiveness of the services delivered; and, any other criteria that may be pertinent to the specific solicitation and/or procurement.

b.5 Evaluation Process and Selection of Service Partners

The primary consideration in the selection of Service Partners is the effectiveness of the agency or organization in delivering comparable or related services. This consideration is based on the following criteria: merits and quality of the technical proposal; demonstrated effectiveness and performance: ability to meet performance standards

within reasonable cost parameters: and, fiscal accountability and management capabilities. Contract awards are made to the most responsive respondents: those with proposals that are most advantageous to the SFWIB after considering price, technical factors and other applicable criteria.

SFWIB conducts a comprehensive review of all the responses to each solicitation. Responses are evaluated first to ensure that all information required is complete and responses satisfactorily address each and all requirements. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified.

The-evaluation-process is designed to assess the respondent's ability to meet the SFWIB requirements and to identify those respondents most likely to satisfy them. The evaluation process is conducted in a thorough and impartial manner at a publicly noticed selection committee meeting held in the sunshine. All respondents to a particular solicitation are encouraged to attend this meeting.

While price is an important factor in selecting a respondent for an award, other factors in the competitive process may be considered and may take precedence over price. Those factors include but are not limited to: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services and the ability to achieve the deliverables as specified in the solicitation.

b.6 Reasonableness of Cost

A cost or price analysis is performed for each procurement effort, in order for SFWIB to evaluate the reasonableness of the cost/price for the program. This analysis is done using a cost and/or price analysis worksheet that analyzes cost based on factors, i.e. units, amount, rates, etc.

b.7 Procurement Files

All documentation detailing the historical process of a specific procurement action is maintained in a procurement file for a minimum of three (3) years after the end of the contract.

c. Appeal Procedures

SFWIB Appeal Procedures, details the procedures in the event a respondent organization is not recommended for a funding award. A respondent organization that is not recommended for funding is formally notified of the non-funding recommendation and the reasons for this recommendation. There are two levels of appeal: 1) an Informal Resolution Conference, held before the SFWIB Executive Director and non-service provider members of the SFWIB. This informal process allows for clarification of issues

and an initial decision as to whether any errors may have been made requiring revisions of the funding recommendations; and 2) the Formal Appeal Hearing before an appeal-hearing panel made up of representatives of the Board. Respondent organizations have the right to appeal to DEO, if the appeal is not successful at the local level.

D. Contract Award

d.1 Contract Signature Authority

The SFWIB Executive Director is the only individual authorized to sign and execute contractual agreements and modifications.

d.2 Contract Management

All organizations under contract with SFWIB receive ongoing support, technical assistance and quality assurance from SFWIB staff. Each contractual agreement requires the contractor to submit monthly invoices. SFWIB staff oversees contract performance, identifies continuous improvement opportunities and provides guidance to execute change.

d.3 Contract Files

A permanent contract file is maintained for each contract and will contain documentation of all actions relating to the administration of the contract. Each contract file contains at a minimum the following documentation: 1) original signed and executed copy of the contractual agreement, to include statement of work or scope of services and all attachments, and 2) original signed and executed copy of all approved contract modifications, if applicable. Contract files are maintained for a minimum of five (5) years.

d.4 Contract Close-Out Report

Each contractual agreement requires the contracted organization to submit to SFWIB a contract close-out report and program income report within thirty (30) days of contract termination. The close-out report summarizes all contract expenditures incurred during the contract period. It also provides an inventory of all property valued over \$500.00 acquired with SFWIB funds during the term of the contract period.

**WORKFORCE SERVICES
 CONTRACT BETWEEN THE
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 AND
 <CONTRACTOR>**

AWARDING AGENCY
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 7300 Corporate Center Drive, Suite 500
 Miami, Florida 33126-1234

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA AD: 17.258	AA-28310-16-55-A-12
WIOA DW: 17.278	AA-28310-16-55-A-13
WIOA RR: 17.278	AA-28310-16-55-A-14
TANF: 93.558	G-17001FLTANF
FSET 10.561	175FL41152520
UC 17.225	UI-29835-17-55-A-12
RESEA 17.225	UI-29835-17-55-A-12

AWARDING OFFICIAL CONTACT INFORMATION

Name: Rick Beasley
 Title: Executive Director
 Telephone Number: (305) 929-1500
 Date of Notice: July 7, 2017

CONTRACTOR

DUNS Number:

TITLE OF CONTRACTOR’S PROGRAM

“CareerSource center: ”

CONTRACT AMOUNT:

\$.00

INDEX CODE NUMBER:

CONTRACT NUMBER:

WS-CC-PY’17-01-00

CONTRACT PERIOD:

July 1, 2017 – June 30, 2018

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO CONTRACT

This Contract is made and entered into by and between the South Florida Workforce Investment Board, hereinafter referred to as the “SFWIB” and <Agency>, hereinafter referred to as the “Contractor.” This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the parties to this Contract agree as follows below:

B. EFFECTIVE TERM

The term of this Contract shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2018**.

C. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this **performance** fixed rate-based Contract shall not exceed **\$00000.00** as distributed among the programs set forth in the table below and in accordance with **Exhibit D, Payment Provisions**, attached hereto and incorporated by reference as if fully set forth herein. Both parties agree that if the SFWIB’s available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

Hialeah Downtown	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	FSET (July to Sept)	FSET (Oct to June)	UC	RESEA	Total
Total Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

D. STATEMENT OF WORK

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor shall implement the **Statement of Work** set forth in **Exhibit A** in a manner deemed satisfactory to the SFWIB, at the sole discretion of the SFWIB. Any modification to the **Statement of Work** shall not be effective until approved, in writing, by the SFWIB.

E. CONDITIONS PRECEDENT

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. The Contractor shall ensure that the Contractor’s Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through the SFWIB by passage of a formal resolution authorizing execution of the Contract with the SFWIB.
3. Certificate of Corporate Status, if a Corporation. The Contractor shall submit to the SFWIB a certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the State of Florida or another state; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor’s most recent annual report has been filed; that Contractor’s status is active; and that the Contractor has not filed Articles of Dissolution with the State of Florida or another state.
4. Limited Liability Company (LLC) Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor is required to have performed an annual certified public accountant’s opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013 The Contractor is required to submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

F. INSURANCE

1. The Contractor shall provide to the SFWIB, prior to the execution of this Contract, Certificates of Insurance or written verification (binders) required under this Section or as determined by the SFWIB after review of the **Statement of Work, Exhibit A**. The SFWIB shall not disburse any funds until the

SFWIB is provided with the necessary Certificates of Insurance or written verification (binders) and the SFWIB has approved such documents. Such insurance policies shall be in the amounts indicated below:

- a. Commercial General Liability Insurance - \$1,000,000 aggregate; \$1,000,000 per occurrence. For individuals who provide professional services, including consultants, commercial general liability coverage in the amount of the Contract or \$50,000 whichever is greater. This insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the certificate holder and also be named as an additional party insured with respect to this coverage.
- b. Automobile Liability Insurance
 - i. For all vehicles owned, leased, or hired by the Contractor, which are utilized in connection with the services provided under the terms of this Contract, Auto Liability Insurance is required in the single limit amount of not less than \$500,000. The endorsement of Personal Injury Protection (PIP) shall be added.
 - ii. Non-owners Auto Liability Insurance shall be required if any personal vehicles are utilized by employees for official use in connection with the services provided under the terms of this Contract. Non-owners auto liability insurance shall be required regardless of whether or not the employee requests mileage reimbursement.
 - iii. As to personal vehicles owned by employees of the Contractor which are not owned by the Contractor but are utilized in connection with the services provided under the terms of this Contract, auto liability insurance shall be required in the single limit amount of not less than \$300,000. PIP shall be added as an endorsement.
- c. Worker's Compensation Insurance coverage must be provided for all employees of the Contractor as required by Chapter 440, Florida Statutes.
- d. Worker's Unemployment Compensation Insurance shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws.
- e. Fidelity Bonding Insurance. The Contractor shall provide fidelity bonding for all staff persons as follows:
 - i. Directors, Officers and staff persons who are authorized by the Contractor to account for property, authorize expenditures, request reimbursements, sign justification packages, receive or deposit funds into program accounts, issue financial statements, checks or other instruments of payment for program costs, sign checks on behalf of the agency, personally receive checks from the SFWIB, or otherwise handle funds.
 - ii. The requirement in item "i." above shall be fulfilled through the purchase of a blanket fidelity bond. If a blanket fidelity bond cannot be purchased then a position fidelity bond shall be purchased. If neither a blanket fidelity bond nor a position fidelity bond can be obtained then each person shall be individually bonded for the full amount of bonding required by this Section.
 - iii. The amount of the bond, whether issued through a blanket fidelity bond, position fidelity bond or individual fidelity bond, shall be equal to the following amount:
 - For Contractors that shall be submitting reimbursement/justification packages during the fiscal year, the amount of the Fidelity Bond shall be secured in the amount of \$50,000, or one-fourth (1/4) of the total amount of the funds allocated to the Contractor for all SFWIB programs which are operated by the Contractor, whichever is lower.

- The Certificate should also include a statement which names the SFWIB as the Loss Payee for any claim involving the SFWIB funds or as trustee of the bond or as an Additional Insured.
2. All insurance policies required herein above shall be issued by companies authorized to do business in the State of Florida, with the following qualifications:
 - a. The company shall be rated not less than “B” as to management, and not less than “Class V” as to financial strength by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
 - or
 - b. The company shall hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized to Do Business in Florida,” issued by the State of Florida Department of Insurance and shall be a member of the Florida Guaranty Fund.
 3. Modification and Changes. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.

Upon review of the Contractor’s **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
 4. In the event that an insurance policy is cancelled during the effective period of this Contract, the SFWIB shall withhold all payments from the Contractor until a new Certificate of Insurance is submitted and approved by the SFWIB. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may forthwith terminate this Contract. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.
 5. The SFWIB may require the Contractor to furnish additional and different insurance coverage, or both, as may be required from time to time pursuant to applicable federal or state laws. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

G. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the State of Florida, by Miami-Dade County, if providing services in Miami-Dade County, or by Monroe County, if providing services in Monroe County, the local municipality where the services are being provided, by the SFWIB and the federal government. Failure to provide the foregoing items to the SFWIB within thirty (30) days of written request by the SFWIB may result in the SFWIB’s immediate termination of this Contract.

H. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor’s failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions (collectively referred to as “Laws” for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by sections 943.0542, 984.01(2), Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435,

Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must satisfactorily complete and pass a **Level 2** background screening prior to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Statement of Work, Exhibit A**. Contractor shall furnish the SFWIB with proof that the employees, volunteers and subcontracted personnel who will be working for Contractor on this Contract satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

The **Level 2** background screening shall include, but is not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE) and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies.

- The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction for any offense prohibited under any of the provisions of section 435.04, Florida Statutes.
- The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statute, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28 Florida Statute, whether such act was committed in this state or in another jurisdiction.

The Contractor shall make the decision to hire or retain persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes or other applicable law.

Any current employee, volunteer, or subcontracted personnel with criminal history information described above and as outlined in section 435.04, Florida Statutes shall immediately cease working in any SFWIB-funded program. The Contractor, employees, volunteers and subcontracted personnel must comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law. Contractor's failure to immediately terminate an employee, volunteer or subcontracted personnel for failure to comply with sections 943.0585(4) and 943.059(4), Florida Statutes or other applicable law and report said termination to the SFWIB is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

It is the responsibility of the Contractor to ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **attestation**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by the employer.

It is the responsibility of the Contractor to provide the SFWIB an **Affirmation/Acknowledgement Form, Attachment 1, not later than September 30, 2017**, as set forth in **Exhibit E, Reporting Requirements**, which confirms the background screening, was completed for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, and what employment decision was made by the Contractor. The Contractor shall ensure during the hiring process all prospective employees, volunteers and subcontracted personnel submit to a **Level 2** background screening as specified above.

The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel. Background screening results are exempt from public records and,

therefore, must be maintained accordingly in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make available all records to the SFWIB in accordance with **Article III, Section H, Audit, Inspection and Access to Records**, of this Contract.

If the Contractor fails to furnish the SFWIB with proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee, volunteer or subcontractor working or volunteering for Contractor on an SFWIB-funded program, the SFWIB shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the SFWIB.

The **Level 2** background screening records shall be retained as required herein in accordance with **Article III, Section I, Records Retention**, of this Contract. From the initial **Level 2 background screening** date, and every five (5) years, and upon re-employment or employment in a new or different position, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees it shall not hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Statement of Work, Exhibit A** without submitting proof of satisfactory completion of Level 2 background screening to the SFWIB.

If the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB, the Contractor may elect to have SFWIB arrange to have the background screening conducted to ensure compliance with the SFWIB's Level 2 Background Screening requirements as found herein. The Contractor will be responsible for reimbursing SFWIB within thirty (30) days the full cost of all investigations initiated on behalf of the Contractor. In the case of persons hired or volunteering on or after **September 30, 2017**, not later than thirty (30) days after the effective date of employment or volunteerism.

I. EMPLOYMENT ELIGIBILITY VERIFICATION

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and
2. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

If Contractor does not have an E-Verify MOU in effect, Contractor must **enroll in the E-Verify** system **prior to hiring any new employee** after the effective date of this Contract.

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

J. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

K. ANTI-NEPOTISM

Section 112.3135, Florida Statutes, shall apply to the Contractor and its employees as this statute applies to a public official or agency.

The Contractor shall follow the provisions of section **112.3135, Florida Statutes**:

1. With respect to individuals employed through the contracted program. This means the Contractor shall not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Prohibited services to the Contractor's staff or staff's relatives. The Contractor shall not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

L. CERTIFICATION OF CONDUCT

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

M. 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. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Contractor agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

N. GRATUITIES

The Contractor agrees that the Contractor shall not accept a gift from, offer to give, or give any gift to any **SFWIB member, SFWIB employee, SFWIB approved Training Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term “family member” includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term “gift” shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor’s name and description of the violation of this term to the State of Florida, Department of Management Services for the potential inclusion of the Contractor’s name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years.

O. CODE OF BUSINESS ETHICS

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics **or** a similar code and shall submit a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

The Contractor understands and agrees to adhere to the standards and requirements established under the SFWIB's formal solicitation for this Contract and Contractor's proposal pursuant to which this Contract was awarded and funded and said formal solicitation and Contractor's proposal are both incorporated herein by reference as if fully set forth in their entirety. In the event Contractor's proposal conflicts with the terms and conditions set forth in this Contract, the terms and conditions in this Contract shall prevail and control.

B. APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and Temporary Assistance to Needy Families (TANF) (as presently in effect and as same may be amended from time to time during the term of this Contract) as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 29 CFR Part 97 and/or 20 CFR Part 600 *et seq.*, and/or 20 CFR Part 667, Subpart B, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and all other applicable federal regulations.

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) is an Act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

Definition. "Data Universal Numbering System (DUNS) number," means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal Award. (2 CFR §200.32)

The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the SFWIB within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the contract.

D. SELF-ASSESSMENT

The Contractor agrees to complete an annual **Self-Assessment Tool, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Tool to the SFWIB's Office of Continuous Improvement (OCI) not later than thirty (30) calendar days after the execution of this Contract as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. Failure to submit the Self-Assessment Tool within the required time frame shall result in the SFWIB withholding payment.

E. TERMINATION

Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the

effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits incurred as a result of said termination.

Termination due to the Lack of Funds. In the event that funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination for Default and Circumstances Beyond the Contractor's Control. The SFWIB may terminate this Agreement for default and circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the parties.

In the event of termination of this Contract under this provision, neither party will be responsible for failure or delay in performance of this Contract and the failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide immediate notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days of the occurrence triggering termination.

F. BREACH OF CONTRACT

A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in the **Statement of Work, Exhibit A**;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III, Section N** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
5. The Contractor entering part-time employment opportunities as full-time opportunities will be considered an attempt to defraud;
6. The Contractor moves or shares placements from one center to another, as set forth in **Exhibit D, Sections I-E and I-F** (applicable for Contractors with multiple centers).
7. The Contractor fails to submit the documentation required under **Article I, Section E** of this Contract in accordance with the time periods set forth therein;
8. The Contractor does not furnish the Certificates of Insurance as required under **Article I, Section F** of this Contract or as determined by the SFWIB;
9. The Contractor does not furnish proof of licensure or certification as required under **Article I, Section G** of this Contract;
10. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I, Section H** of this Contract;
11. The Contractor fails to comply with the Gratuities provision set forth in **Article I, Section N**;
12. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II, Section J** of this Contract;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II, Section K** of this Contract;
14. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
15. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III, Section R** of this Contract;
16. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal

- information in electronic form as required under **Article III, Section L** of this Contract;
17. The Contractor fails to comply, in whole or in part, with **Article III, Section L, Information Security Obligations**;
 18. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
 19. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
 20. The Contractor fails to respond and/or provide documentation to any of the SFWIB's request within specified due dates, after three (3) written requests by the SFWIB;
 21. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
 22. The Contractor fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
 23. The Contractor fails to submit an invoice as set forth in **Article IV, Section J**, in accordance with the time periods set forth therein;
 24. The Contractor fails to comply with the **Training Services Expenditure Requirement** set forth in **Article IV, Section M**;
 25. The Contractor unlawfully discriminates under any of the laws of the United States of America, State of Florida, or of Miami-Dade County, if providing services in Miami-Dade County, or of Monroe County, if providing services in Monroe County;
 26. The Contractor fails, in whole or in part, to cooperate with the SFWIB and Partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any Partner;
 27. The Contractor fails to obtain the prior written approval of the SFWIB to allow any persons or entities, other than the Contractor, of any kind whatsoever, to utilize in any way or manner any CareerSource center to provide information or services or products of any kind whatsoever to anyone;
 28. The Contractor fails to obtain the prior written approval of the SFWIB to administer or provide, or has caused, let, allowed, permitted, or suffered to be administered or provided in any of the CareerSource center(s), services or products or information not authorized by the SFWIB;
 29. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
 30. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
 31. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Contract.

G. BREACH OF CONTRACT: SFWIB REMEDIES

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the SFWIB may: (a) request the return of all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) seek reimbursement of the SFWIB's funds awarded to the Contractor under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees;

2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees through final resolution of the matter including appeal;
4. The SFWIB may debar the Contractor from future SFWIB contracting;
5. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB shall, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorney's fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years;
6. Any other remedy available at law or equity or administratively; and
7. All remedies provided herein and otherwise shall all be deemed independent and cumulative.

H. DAMAGES SUSTAINED

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

I. NOTICES

It is understood and agreed between the parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective party.

J. NOTIFICATION OF LEGAL ACTION

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within **five (5)** days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

K. OTHER NOTIFICATIONS

The Contractor shall provide immediate notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

L. AUTONOMY

Both parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the contracting parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

M. INDEMNIFICATION

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to Florida Department of Economic Opportunity (DEO) staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

N. PRIOR AGREEMENTS

This document and its Attachments and Exhibits incorporate 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 which are not contained in this document and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

O. NO ASSIGNMENT

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part.

P. AUTHORITY TO EXECUTE AGREEMENT

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have

been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

Q. SUBCONTRACTING

1. The parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, said prior written approval shall be issued at the sole discretion of the SFWIB.
2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

R. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

S. SEVERABILITY

In the event any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the SFWIB elects to terminate this Contract without cause.

T. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, including:

1. Making reasonable accommodations;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the Florida Department of Economic Opportunity (DEO) web site at: www.floridajobs.org or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

U. CAREERSOURCE CENTER AND FURNITURE MAINTENANCE

The Contractor shall maintain the material condition of the center, furniture, and equipment/resources provided by the SFWIB in good working order. The Contractor shall timely report any adverse and unsafe condition(s) to the SFWIB's Facilities unit to minimize further damage and liability.

Upon execution of the Contract, the Contractor's representative and a SFWIB Facilities staff member will conduct a walk-through inspection of the center to document existing conditions. The SFWIB's Facilities unit will generate an inspection report which will reflect the conditions of the center at the time of said inspection ("baseline conditions"). At all times during the Contract term, the Contractor shall be responsible for any material damage to the center, furniture and equipment beyond normal wear and tear. During the term of the Contract the provider shall be responsible for replacing in kind any damaged furniture in the CareerSource center and restoring the center to baseline conditions. Replacement furniture or equipment must be approved by the SFWIB's Facilities management prior to purchase. If the damaged items are not timely replaced, the Contractor's payment may be withheld until all matters are cleared. The SFWIB reserves the right to randomly inspect the CareerSource center with no advanced notice.

Upon Contractor's failure to replace in kind or restore facilities, furniture, and other equipment/resources provided by the SFWIB to baseline conditions as described above, the SFWIB at its sole option may perform the repairs and/or replacement and offset or deduct the cost from any payment due under this or any other contract or agreement.

V. COPYRIGHT, PATENTS, RIGHT TO DATA

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor may the Contractor authorize or permit others to do so without the written consent of the federal government, through the State of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the State of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the State of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor agrees to prohibit such subcontractors, by written contract, from violating any of the terms of this **Section V**.

W. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

X. INTELLECTUAL PROPERTY RIGHTS

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not

limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, grantees must include the following language on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

END OF ARTICLE II

SAMPLE

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A, Statement of Work and Exhibit D, Payment Provisions** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

B. PROGRAM REPORTS

Data for reports shall be generated from the appropriate Management Information System(s) (MIS). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. It is the responsibility of the Contractor to ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS. Required reports shall be submitted in accordance with **Exhibit E, Reporting Requirements**.

C. SUPERVISORY CASE REVIEW

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with procedural and performance requirements in accordance with the SFWIB's Policies and Procedures. These case reviews shall be submitted to the SFWIB's Quality Assurance Unit in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

D. MONITORING

The Contractor shall permit the SFWIB's staff and authorized agents to perform random and scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract. The SFWIB may monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract at any and all times.

The Contractor shall permit the SFWIB, and the SFWIB's officers, agents or employees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB. Monitoring results and findings shall be communicated to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or terminate this Contract, in the sole discretion of the SFWIB.

E. FILE MAINTENANCE

1. Case File

The Contractor shall maintain a separate individual case file for each customer served in accordance with policies and procedures established by the SFWIB for customers enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the Audit, Inspection and Access to Records requirements under **Article III, Section H** of this Contract. **All case files shall be electronic only, hard copy files will not be accepted.**

2. Electronic

All electronic customer files shall be updated in the applicable Management Information System (MIS) to reflect the most current activity. These entries must be supported by scanned copies of the appropriate documentation to support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

3. Error Rate

The Contractor agrees to maintain a hard copy (prior years' case files) and electronic copy (all new case files) of each customer case file and maintain, at all times, a file maintenance error rate of not more than **three percent (3%)**. Failure to strictly comply with this provision shall result in financial consequences as set forth in **Exhibit D - Payment Provisions Section I.I.**

4. Medical Records & Disability-Related Information:

All medical records and disability related information, which are part of the eligibility determination or case management process, must be kept in a separate file and in a designated, properly secured, area. New records shall be kept in electronic format only and in a secure medical records folder. Access to medical records and disability related information shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded (hard copy) or deleted (electronic) to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

All domestic violence records, which are part of the eligibility determination or case management process, shall be kept in a separate file and in a designated, properly secured area. New records shall be kept in electronic format only and in a secure legal records folder. Access to domestic violence records shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded (hard copy) or deleted (electronic) to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

All background screening records, which are part of the case management process, shall be kept in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. New records shall be kept in electronic format only and in a secure legal records folder. Access to background screening records shall be limited to persons authorized by the Contractor. Sensitive documents, which do not become a part of the participant's permanent file, shall be immediately shredded (hard copy) or deleted (electronic) to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

F. FILE OWNERSHIP

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

G. FLORIDA PUBLIC RECORDS LAW

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. Failure of the Contractor to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701 of the Florida Statutes, the Contractor shall:
 - a) Keep and maintain public records required by the SFWIB to perform the service;
 - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
 - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes and this Section G of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E - Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10 of the Florida Statutes.

H. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5)** years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The monitoring agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the State of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

I. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

J. CONFIDENTIALITY OF RECORDS

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract. The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to, 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide a completed **Confidentiality**

Agreement, Attachment 2.

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
 - Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
 - Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
 - Employment and Related Services for Persons with Disabilities: Florida Statute 413;
 - Confidentiality requirements governing the protection and use of personal information held by the vocational rehabilitation agency (34 CFR 361.38); and
 - Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h: 34 CFR Part 99.
2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms:
- a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
 - b. The **Confidentiality Acknowledgement, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein.

All completed forms shall be retained as required herein in accordance with **Article III, Section I** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

3. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

K. VIOLATION OF THE PRIVACY ACT

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

L. INFORMATION SECURITY OBLIGATIONS

The Contractor agrees to abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers,

workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.

- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the Department of Economic Opportunity for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff with access to client information through the Employ Florida (EF), the One Stop Service Tracking (OSST) system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III, Section J - Confidentiality of Records**.
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the State of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor agrees to notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section **501.171 Florida Statutes**, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than **seven (7) calendar days** following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and Department of Economic Opportunity employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.

- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EF/OSST - DEO Information Systems Security Agreement / Confidentiality Form.
 - WFMS/IAA – CareerSource South Florida (CSSF)'s Application Development Unit Security Access Form.
 - Florida – Florida Department of Children & Families (DCF)'s System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s), as follows:
 - DEO CONNECT Form ISU-38
 - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Section L, Information Security Obligations**, shall constitute a breach of this Contract.

M. PELL GRANT AND OTHER FINANCIAL AID

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating ITA/Scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant's case file that specifies that the training institution or program is non-PELL eligible.

The Contractors which issue ITA/Scholarships shall assist all of the SFWIB's program participants in applying for the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the PELL grant application (Free Application for Federal Student Aid) and a Student Aid Report from the Department of Education in each program participant's case file.

N. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor's contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. In the event the SFWIB determines that the Contractor's staffing levels do not conform to those in the Contractor's approved budget, or the SFWIB's minimum staffing requirements as set forth **Exhibit K, Required Staffing Levels**, attached hereto and incorporated by reference as if fully set forth herein, the SFWIB shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply shall result in a financial penalty of **two percent (2%)** of the **Total Contract Amount** every month for each month that the center is understaffed. Failure to comply with the required staffing levels may be considered a breach of this Contract. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with

Article IV, Section C.

O. TRAINING OF STAFF

The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:

- Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
- Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB's Policies and Procedures)
- Required credentialing and skills standards (In accordance with the SFWIB's Policies and Procedures)
- Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
- Contracts Management /Administration (45 CFR 74.21)

P. GRIEVANCE PROCEDURES

The Contractor agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by state and federal laws.

Q. LIMITED ENGLISH PROFICIENCY (LEP)

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

The Contractor shall conduct an annual two-week assessment beginning on **April 2, 2018** and ending on **April 13, 2018**, of the languages spoken by LEP customers, as required by the SFWIB's Policies and Procedures. The results of the survey shall be tabulated and submitted to the SFWIB's Program Administrator not later than **April 20, 2018** as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

S. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor may not undertake any publicity or publish for public consumption information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through the SFWIB, and shall state that the program is funded through the SFWIB. The Contractors who receive funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor hereby agrees to prominently incorporate the name and the official logo of the SFWIB when

developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures. Copies of these materials shall be forwarded to the SFWIB for review and written approval prior to production, publication and distribution.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Contractor shall incorporate the "**American Job Center**" or "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system, and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900.

(a) Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.

(b) Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

The logo for "**a proud partner of the American Job Center network**" is available at www.dol.gov/ajc.

END OF ARTICLE III

ARTICLE IV

FISCAL MANAGEMENT

A. INTERNAL CONTROLS

The Contractor agrees to maintain Contractor's books and records in accordance with Generally Accepted Accounting Principles (GAAP); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO); and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

B. ACCOUNTING RECORDS

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income. These records shall also be maintained in accordance with GAAP.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

C. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to the SFWIB

Program income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference as if fully set forth herein, realized in operating a program under this Contract, or any modification hereto, shall be reported to and forthwith remitted to the SFWIB at the end of each quarter during which the income was realized.

2. Audits Shall Contain a Program Income Schedule

All audits of the Contractor shall contain a schedule prepared by the auditor of the Contractor detailing program income realized under this Contract and said schedule and all audits shall be provided to the SFWIB.

3. Contractor's Use of Program Income

WIOA regulations require that program income shall be added to the total Contract award and used to provide the same services as stated in the original Contract. In the event that income shall be added to Contractor's budget in accordance with the modification provisions under this Contract, this income shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Contract.

For non-WIOA funds, program income in excess of one hundred dollars (\$100.00) shall be remitted to the SFWIB not later than thirty (30) days after the end of quarter.

D. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. In the event the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor by letter of such findings. Should repayment not be made within thirty (30) calendar days following the SFWIB's notification of overpayment, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after the SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

E. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB reserves the right, in the sole discretion of the SFWIB, to adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

F. VOLUNTARY DEOBLIGATION

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB within **30 days of Contract execution**:

- If the Contractor does not have an approved Indirect Cost Rate:
 - The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:
http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2
- If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

2. **Cost Allocation Plan:** the Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed **Cost Allocation Plan (CAP)** to the SFWIB in accordance with

the guidance that can be accessed through the link provided above. The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All Contractor's costs should be included in the plan. Official accounting records must support all costs.

The cost policy statement that is required as part of the Indirect Cost Rate proposal and the Cost Allocation Plan may be incorporated into one document.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the Indirect Cost Rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the Indirect Cost Rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in **Article III, Section H, Audit, Inspection and Access to Records** and **Article III, Section I, Records Retention**. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in cost disallowances by the SFWIB.

Failure to comply with this **Section G** may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in **Article II, Section G - Breach of Contract: SFWIB Remedies**.

H. SFWIB'S COST ALLOCATION PLAN AND INDIRECT COST RATE

This Contract comprises a portion of Workforce Area 23's overall utilization of funding. The Contractor acknowledges that the Contractor shall be responsible for utilizing the funding provided under this Contract and the funding allocated through the Workforce Management System (WFMS) (formerly SAMS) for participant costs in a consistent manner during the term of this Contract so that the SFWIB is able to maintain the SFWIB's cost allocation plan and indirect cost rate.

If the SFWIB cannot maintain the SFWIB's cost allocation plan or indirect cost rate due to the Contractor's inconsistent utilization of Contract funds then any over-expenditure that may be experienced by the SFWIB shall be charged, in whole or in part, to the Contractor based upon Contractor's pro-rata share of the impact caused by the over-expenditures.

I. BUDGET SUMMARY

The Contractor agrees that payment shall be made in accordance with **Exhibit D, Payment Provisions** only for funds earned under this Contract as set forth therein.

The Contractor agrees that **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated by reference as if fully set forth herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with Cost Principles set forth in 2 CFR Part 200, Subpart E.

The Contractor shall incur costs and expend funds earned under this Contract in accordance with **Exhibit H, Budgets for Administrative Costs and Program Costs**. **The Contractor acknowledges and understands that the SFWIB's approval of its budget, the Contractor's execution of this Contract and receipt of funds for Workforce Services, does not render the SFWIB liable for payment or reimbursement of costs incurred by the Contractor for budgeted line items under this Contract.**

In no event shall the budget(s) for administrative costs exceed **ten percent (10%)** across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor shall be allowed to shift funds within the Contractor's program line item budget. Variances greater than: (1) five percent (5%) in any budgeted position salary; (2) fifteen percent (15%) in any line item; or (3) \$100, shall require the **SFWIB's Executive Director's** prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure.

All budget modifications shall be approved, in writing, by the Contractor's authorized representative and shall be forwarded to the SFWIB's Contract Manager for processing. Approved budget modifications shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's formal approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, at the end of the second (2nd) program year quarter, not later than December 31, and a final fourth (4th) quarter modification shall be allowed and submitted, not later than June 15. In the event that the Contractor's contract is not renewed for another term, the Contractor shall be allowed to submit a final modification within ten (10) business days after being notified of the non-renewal.

Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein.

Final line-item adjustment(s) shall be allowed as set forth in **Article IV, Section Q - Financial Closeout**.

J. MONTHLY INVOICING

1. **Requests for Payment.** The SFWIB agrees to pay all allowable costs or services incurred by the Contractor in accordance with the terms of the **Payment Provisions, Exhibit D**, which are allowable under the SFWIB's guidelines. To receive payment, the Contractor shall submit an original invoice package which shall include an original signed **Contract Invoice (Exhibit I)**, an original signed **Performance Payment Invoice (Exhibit J)**, a **Balanced Scorecard Report - Employment Summary** and a **Year-to-Date General Ledger**, and as applicable, "**Adjustments for Previously Paid Placements**" form and "**Placement Change Requests**" form, all of which are attached hereto and incorporated by reference as if fully set forth herein.

The SFWIB must receive the original invoice package not later than **five (5) calendar** days after the SFWIB submits the Performance Payment Invoice to the Contractor following the month in which the services were provided. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Contractor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)**.

Failure to submit original signed invoices, Balanced Scorecard Report - Employment Summary, Year-to-Date General Ledger, and any applicable "Adjustments for Previously Paid Placements" or "Placement Change Requests" forms, in manner deemed correct and acceptable by the SFWIB and by the due date (**five (5) calendar** days after the SFWIB submits the Performance Payment Invoice to the Contractor following the month in which the services were provided), shall be considered a breach of this Contract.

The Contractor agrees to maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article III**,

Section I Records Retention and Article III, Section H, Audit, Inspection and Access to Records.

2. **Employment Verification Requirement.** A completed **Employment Verification Form (Attachment 2 of Exhibit A)** is required for **ALL Direct Job Placement's (DJP)** employment/placement verifications along with any supporting documents as set forth in **Exhibit A-Statement of Work**. The Contractor shall submit an Employment Verification Form for **EACH DJP** listed on the Contractor's monthly invoice in the APIP System at the time of submission of said invoice in the APIP system. Employment Verifications shall be submitted electronically to the SFWIB's Wagner-Peyser Program Manager. The SFWIB shall make payment only for placements where an **Employment Verification Form** with the required supporting documentation has been received.
3. **Processing the Request for Payment.** The parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of the request. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. It is the Contractor's sole responsibility to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.
4. **Cost Reimbursement.** The SFWIB, in its sole discretion, may approve payment to the Contractor for a specific month(s) on a cost reimbursement basis due to circumstances beyond the Contractor's control. For the purposes of this Contract, circumstances beyond the Contractor's control are defined as catastrophic events or other occurrences that prevent the Contractor from the normal operation of a career center in delivering workforce services for a period of **no less than thirty (30) days**. The Contractor must render services as set forth in **Exhibit A – Statement of Work** and the costs must be allowable under the SFWIB's guidelines for the SFWIB to consider approval of cost reimbursement payment(s). If approved for cost reimbursement, as set forth herein, to receive payment for allowable costs the Contractor shall submit an original signed **Contract Invoice (Exhibit I)** along with both a year-to-date and general ledger and a specific month Payroll Register. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered.

K. LATE INVOICING

Invoices submitted after the due date (five (5) calendar days after the SFWIB submits the Performance Payment Invoice to the Contractor the month following the month in which the services were provided, whichever occurs later) shall automatically be charged a five percent (5%) penalty of the amount invoiced. Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) penalty of the amount invoiced. A contractor experiencing problems accessing/submitting their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. **Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.**

L. PARTICIPANT COSTS

1. **Workforce Innovation and Opportunity Act (WIOA) Adults, Dislocated Workers and Rapid Response programs:**
 - **Individual Training Account (ITA) Costs:** the Contractor shall receive an initial allocation of participant costs (ITA funds: Training, On-the-Job Training, and Paid Work Experience), which shall be available through the use of the WFMS.
 - **Transportation and Support Services Costs:** the Contractor shall receive an initial allocation of participant costs (transportation and support services), which shall be available through the use of the WFMS.

2. Trade Adjustment Act (TAA) program:

- **Individual Training Account (ITA) Costs:** the Contractor shall receive an initial allocation of participant costs (ITA funds: Training only), which shall be available through the use of the WFMS.

3. Temporary Assistance for Needy Families (TANF) program:

- **Individual Training Account (ITA) Costs:** the Contractor shall receive an initial allocation of participant costs (ITA funds: Training only), which shall be available through the use of the WFMS.
- **Transportation and Support Services Costs:** the Contractor shall receive an initial allocation of participant costs (transportation and support services), which shall be available through the use of the WFMS.

The Contractor may transfer funds among the **TANF** participant cost categories (ITA, transportation and support services) using the transfer module in the WFMS.

4. Utilization of Funds

- Participant costs shall be available through the use of the Workforce Management System (WFMS) (formerly SAMS).
- The Contractor shall pay for participant costs directly and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in PY17-18, the Contractor shall issue vouchers **not later than June 29, 2018.**
- The Contractor shall effectively manage and spend the participant costs funds (Training, On-the-Job Training, Paid Work Experience, transportation and support services) allocated during this Contract period.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB reserves the right to monitor Contractor's utilization of these funds and to de-obligate or re-obligate said funds if the Contractor demonstrates an inability to effectively manage the funds allocated.
- The Contractor shall request, in writing, to the SFWIB any changes to the allocated amount for WFMS' participant costs. The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion over-utilized during the term of this Contract.

M. **TRAINING SERVICES EXPENDITURE REQUIREMENT**

The Contractor agrees to expend one-hundred percent (100%) of the Workforce Innovation and Opportunity Act (WIOA) funds allocated for authorized ITA expenditures. Authorized ITA expenditures may only include tuition, books and fees of training vendors and other training services prescribed and authorized by the WIOA and the SFWIB.

Failure to comply with this requirement shall constitute a breach of this Contract and may result in financial consequences and/or non-consideration for future funding.

N. **PROCUREMENT REQUIREMENTS**

The Contractor agrees to adhere to the following procurement requirements when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements, construction, maintenance, professional and consultant services, necessary to perform the services and

obligations of the Contractor pursuant to this Contract.

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a Request for Proposal or Request for Qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of costs, shall be the sole responsibility of the Contractor.
3. Procurement actions with a cost per item of five hundred and one dollars (\$501.00) or more shall be purchased by the SFWIB at the sole discretion of the SFWIB.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), regardless of costs, shall be purchased by the SFWIB at the sole discretion of SFWIB.
5. Procurement actions to renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is not the lessee shall be approved, in writing by the SFWIB prior to the initiation of procurement by the Contractor.
6. The Contractor shall not renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is the lessee.
7. Procurement actions for computers must be purchased by the SFWIB. Any software application to be installed on computers purchased by the SFWIB must be purchased by the SFWIB. The procurement of computers and software is at the sole discretion of the SFWIB.
8. The Contractor shall not enter into Professional Services Agreements or subcontracts to render services described in **Exhibit A, Statement of Work**, without the prior written approval of the SFWIB.
9. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
10. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this Section have been followed.
11. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions.
12. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/CSSF_Service%20Provider%20Procurement%20Form.pdf

13. The Contractor shall reimburse the SFWIB for any procurement action resulting from the Contractor's submission of a procurement request as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

O. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

P. **INVENTORY**

The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds. The timeframe for completion shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit a completed, signed and dated Capital Inventory Report electronically to the SFWIB's Facilities Unit and forward the original hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the written instructions.

Immediately upon discovery, the Contractor shall notify the SFWIB, in writing, of any property loss with the date and reason(s) for the loss.

The SFWIB shall conduct random and scheduled inventory reviews at the Contractor's location(s) throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement to the SFWIB, based upon the SFWIB's depreciated value of the missing item(s).

The Contractor may utilize such property for another SFWIB-funded activity with the SFWIB's prior written approval. The Contractor may not sell, trade, transfer, dispose, or remove any property without the express written consent of the SFWIB.

Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the SFWIB and said property shall be transferred to the SFWIB upon completion or termination of this Contract unless otherwise authorized in writing by the SFWIB. Non-expendable property is defined as, but not limited to, equipment and office furniture.

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share of the supplies' value, as determined by a depreciated value. The amount of compensation shall be computed in the same manner as for non-expendable property.

Q. **FINANCIAL CLOSEOUT**

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference as if fully set forth herein, upon the expiration of this Contract. The Financial Closeout required by the SFWIB shall be completed and submitted not later than thirty (30) calendar days after the expiration of this Contract. Non-receipt of the required closeout package and adequate supporting documentation by the specified due date shall result in the disallowance of all costs included in the Financial Closeout.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed 10% and the net effect of the changes is zero.

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor shall remise, release, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from this Contract. The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance

under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

R. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with 445.007(10) by Workforce Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as “youth programs” under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

S. EXPENDITURE FOR TRAVEL EXPENSES

The Contractor shall comply with section 112.061 of the Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the Florida Department of Economic Opportunity (DEO) web site at: www.floridajobs.org.

T. SALARY & BONUS LIMITATION

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior Acts under the heading “Employment and Training” that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 114-113. **The incurrence of costs and receiving reimbursement for these costs under this Contract certifies that the Contractor has read the above special condition and is in compliance. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

Executive Level II salary is \$187,000 effective January 2017, as established by the Office of Personnel Management, as set forth in the Salary Table, Rates of Pay for the Executive Schedule:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level>

The Contractor shall complete and submit on **March 1, 2018**, an **Annual ETA Salary Cap Analysis - Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB’s Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, a check must be issued in the name of the “South Florida Workforce Investment Board” for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

U. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

V. **CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS**

The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

W. **ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

X. **UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215.48).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information (PHI) as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
8. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

B. INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE

The requirements of “the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes” set forth in **Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** attached hereto are incorporated herein by this reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9**.

C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 6**.

D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

The Contractor shall comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

I. PUBLIC ENTITY CRIMES (§287.133, FLORIDA STATUTES)

The Contractor shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

J. SARBANES-OXLEY ACT OF 2002

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

L. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST

The Contractor agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

M. DISCRIMINATORY VENDORS

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

N. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

O. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act**.

P. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke**.

Q. CHILD LABOR LAWS

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

R. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization’s religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 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.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

S. CHARITABLE CHOICE (45 CFR § 260.34)

A state or local government in its use of federal TANF or state Maintenance of Effort (MOE) funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no

religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

T. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

U. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

The Contractor shall comply with the 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).

V. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

W. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 8**.

X. INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

Y. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

Z. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In

accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

AA. COPELAND ANTI-KICKBACK ACT

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

BB. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

CC. WHISTLEBLOWER’S ACT

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

END OF ARTICLE V

SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: **Arbor E&T, LLC**
PROGRAM ENTITLED: **“CareerSource center: Hialeah Downtown”**
CONTRACT NUMBER: **WS-CC-PY’17-01-00**
CFDA NUMBERS: **WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;
TANF: 93.558; FSET: 10.561; UC: 17.225; RESEA: 17.225.**

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When the Contractor is an LLC)
FOR LLC MEMBERS AND MANAGERS AS SET FORTH HEREIN

1a. _____	1b. _____
Signature and Date of Persons Signing on Behalf of LLC	
2a. <u>Adam Taylor</u>	2b. _____
Type Name of Persons Signing on Behalf of LLC	
3a. <u>Manager and President</u>	3b. _____
Title(s) of Persons Signing on Behalf of LLC	
4a. _____	4b. _____
Signature of Person Attesting to Signature that appears on Line 1a	Signature of Person Attesting to Signature that appears on Line 1b

1c. _____	1d. _____
Signature and Date of Persons Signing on Behalf of LLC	
2c. _____	2d. _____
Type Name of Persons Signing on Behalf of LLC	
3c. _____	3d. _____
Title(s) of Persons Signing on Behalf of LLC	
4c. _____	4d. _____
Signature of Person Attesting to Signature that appears on Line 1c	Signature of Person Attesting to Signature that appears on Line 1d

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley
Executive Director, SFWIB

Date

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EXHIBIT E

SERVICE PROVIDER APPEAL PROCEDURES

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
SERVICE PROVIDER APPEAL RULES

1. Scope of Rules

These Rules shall apply to appeals by Service Providers including, but not limited to, One-Stop (Career Center) operators and other Service Providers, which have been awarded, or have applied for an award of grant funds from the South Florida Workforce Investment Board (SFWIB) pursuant to any federal or state funded program or activity. These Rules shall apply to all actions or decisions of the SFWIB by which the interests of such a Service Provider are affected by the denial, de-obligation, termination, or determination of eligibility or ineligibility for grant funding or of grant funding with respect to WIA, TANF, Wagner-Peyser, Refugee Employment and Training Services Program or other federal or state funded program or activity.

2. Definitions

- (a) “Appeal” shall mean an appeal filed by a Service Provider pursuant to these Rules.
- (b) “SFWIB” shall mean the South Florida Workforce Investment Board.
- (c) “Informal Resolution Panel” shall mean a panel consisting of the Executive Director of the SFWIB, or a member of the staff of the SFWIB designated by the Executive Director, and not less than two non-Service Provider voting members of the SFWIB.
- (d) “Appeal Panel” shall mean a panel consisting of three non-Service Provider voting members of the SFWIB. Members of the panel shall be from a rolling alphabetized list (first letter of last name, starting with the letter “a”) of voting non-Service Provider members of the SFWIB. In the event that a member is not available for a public meeting of the Appeal Panel for an appeal hearing then the next member on the rolling alphabetized list of names shall serve on the Appeal Panel. Each appeal hearing shall be conducted by a particular Appeal Panel and, upon the conclusion of the one appeal hearing by the particular Appeal Panel, the names of the members who served on the Appeal Panel shall be re-entered alphabetically again on the rolling alphabetized list of non-Service Provider voting members. Each appeal hearing shall be heard by an Appeal Panel designated for that particular appeal hearing.
- (e) “One-Stop (Career Center) Operator” shall mean the public or private entity or entities which operate one or more One-Stop (Career) Centers.
- (f) “Refugee Employment and Training Services Program” shall mean the Refugee Employment and Training Program as set forth in the Immigration and Nationality Act, 8 U.S.C. § 1101 et. seq.
- (g) “Service Provider” shall mean a One-Stop (Career Center) operator or other person or entity which has been awarded grant funds or which has applied for an award of

grant funds from the South Florida Workforce Investment Board for the provision of workforce services in Region 23 pursuant to any federal or state funded program or activity.

- (h) “TANF” shall mean the Temporary Assistance for Needy Families Program as set forth in the Social Security Act, 42 U.S.C. § 1305 et. seq.
- (i) “Wagner- Peyser” shall mean the Wagner-Peyser Act of 1933 (National Employment Services Act), 29 U.S.C. § 49 et. seq.
- (j) “Workforce Investment Act” or “WIA” shall mean the Workforce Investment Act of 1998, 29 U.S.C. § 2801, et. seq.

3. Issues Subject to Appeal

Service Providers affected by the denial, de-obligation, termination, determination of eligibility or ineligibility for grant funding, or of grant funding, by the SFWIB with respect to any federal or state funded program or activity may appeal pursuant to these Rules as to the following issues:

- (a) The action or decision of the SFWIB is alleged by the Service Provider to be in violation of applicable federal or state law; or
- (b) The action or decision of the SFWIB is alleged by the Service Provider to be based upon an error of material and relevant fact(s); or
- (c) The action or decision of the SFWIB is alleged by the Service Provider to be invalid because of an alleged denial of procedural due process.

4. Issues Not Subject To Appeal

No appeal shall be permitted pursuant to these Rules if:

- (a) The Service Provider agrees that the procurement process followed was fair and the Service Provider’s score was acceptable for funding but budget limitations or program allocations or the availability of funds to the SFWIB prevented the Service Provider from being funded, in whole or in part, or from being eligible for funding; or
- (b) The Service Provider agrees that the procurement process followed was fair and no error of material and relevant fact occurred, but the Service Provider does not agree with the score, ranking or evaluation of the Service Provider; or
- (c) The Service Provider agrees that the procurement process followed was fair and no error of material and relevant fact occurred, but the Service Provider does not agree

that the Service Provider failed to satisfy the technical requirements of the particular competitive procurement process; or

- (d) The Service Provider was awarded funding, but the Service Provider does not agree with the amount awarded or the service delivery area applicable to the award.

5. **Appeal**

- (a) The Service Provider shall file a written appeal in the Office of the Executive Director of the SFWIB not later than five (5) calendar days after receipt by the Service Provider of written notice of the decision or action of the SFWIB to be appealed from. The failure of the Service Provider to file a timely appeal in accordance with these Rules shall be deemed a waiver of the Service Provider's right to appeal or otherwise challenge any such decision or action of the SFWIB and the action or decision of the SFWIB shall be deemed final in all respects.
- (b) All appeals shall be timely filed and contain the following information:
 - (1) A statement of the decision or action of the SFWIB appealed from and the date of the decision or action of the SFWIB;
 - (2) A statement of when and how the Service Provider received notice of the decision or action of the SFWIB;
 - (3) A statement of how the Service Provider's interests will be affected by the decision or action of the SFWIB;
 - (4) A statement of all disputed issues of material and relevant fact, or, if there are none, a statement that there are no disputed issues of material and relevant fact;
 - (5) A statement of the reasons why the decision or action of the SFWIB is incorrect;
 - (6) A copy of any document upon which the Service Provider relies to support the Service Provider's contention that the decision or action of the SFWIB should be reversed or modified;
 - (7) A request for a formal hearing;
 - (8) A statement of the relief sought by the Service Provider which sets forth the action or decision of the SFWIB which the Service Provider seeks in the appeal; and
- (c) An appeal shall be dismissed by the SFWIB if the appeal is not in compliance with subsection (b) of this Rule or has been untimely filed.

- (d) Prior to an appeal hearing occurring, the Service Provider shall attend and participate in an Informal Resolution Conference conducted by an Informal Resolution Panel at a time and place determined by the Executive Director or by the Executive Director's designee. The Informal Resolution Conference shall be held in accordance with the Florida Public Meetings Law. The SFWIB staff and the Service Provider shall seek in good faith to resolve any or all of the issues in the pending appeal. Failure of the Service Provider to attend or participate in good faith in the Informal Resolution Conference shall be deemed a waiver of both the Service Provider's right to an Informal Resolution Conference and right to an appeal hearing and the action or decision of the SFWIB appealed from shall be deemed final in all respects. Any resolution resulting from the Informal Resolution Conference shall be in writing and signed by the SFWIB Executive Director or by the Executive Director's designee, and the Service Provider. No such resolution shall be effective unless and until approved by the SFWIB and upon such approval shall be deemed to be the final action or decision by the SFWIB. In the event there is no resolution as a result of the Informal Resolution Conference or the SFWIB does not approve the proposed informal resolution, then the appeal shall be heard by the Appeal Panel.

6. Filing

- (a) In construing these Rules, filing shall mean received by the Office of the Executive Director of the SFWIB during normal business hours.
- (b) All appeals and all other papers filed with the SFWIB shall contain the following:
 - (1) The name of the Service Provider which is filing the appeal; and
 - (2) The name, address, telephone number, and facsimile number of the Service Provider filing the appeal or other paper and the name, address, telephone number, and facsimile number of the Service Provider's Florida-licensed legal counsel or of the president or a corporate vice-president (president or corporate vice president is only applicable to for-profit corporations and not-for-profit corporations) (LLCs, other business entities, and governmental entities shall be required to provide the information with respect to Florida-licensed legal counsel); and
 - (3) The original signature of the person filing the appeal or paper on behalf of the Service Provider.
- (c) Any appeal or paper received by the Executive Director of the SFWIB after 5:00 P.M. shall be deemed filed on the next business day.
- (d) An original and three (3) copies of each appeal and of each paper shall be filed by the Service Provider in the Office of the Executive Director of the SFWIB.

- (e) All appeals and papers filed shall be styled to indicate clearly the subject matter of the document and the name of the Service Provider requesting relief.
- (f) No Service Provider or other person or entity shall be permitted to file any appeal or paper by electronic transmission

7. Notice of Appeal Hearing

- (a) Notice of the appeal hearing shall be provided to the Service Provider not less than five (5) calendar days prior to the date of the scheduled hearing.
- (b) The Notice of Hearing shall advise the Service Provider of the following:
 - (1) The date, time, and location of the appeal hearing;
 - (2) That the Service Provider shall be represented at the appeal hearing by Florida-licensed legal counsel or the president or a corporate vice-president of the corporation if the Service Provider is a for-profit corporation or not-for-profit corporation (not applicable to LLCs, other business entities, or governmental entities, all of which must be represented by Florida-licensed legal counsel) and that the Service Provider will provide, at the Service Provider's own expense, a court reporter to report the appeal hearing and to administer oaths or affirmations to witnesses who testify at the appeal hearing;
 - (3) That the Service Provider shall present at the hearing any relevant and material documents, sworn testimony, other evidence and other information in support of the Service Provider's appeal;
 - (4) That the Service Provider's failure to be present at the hearing or to participate in the appeal hearing shall be deemed to be a waiver of the Service Provider's right to an appeal under these Rules; and
 - (5) That, except for an emergency, as determined by the Executive Director of the SFWIB or by the Executive Director's designee, a continuance of the appeal hearing may be granted only upon written request filed with Office of the Executive Director of the SFWIB not less than three (3) calendar days prior to the scheduled date for the appeal hearing and which request shall specifically set forth the grounds for the request for continuance. Emergency requests for continuances may be filed by facsimile transmission to the Office of the Executive Director at any time. The Executive Director is hereby authorized to grant emergency continuances and non-emergency continuances if the Executive Director determines that the granting of such a continuance is in the best interests of the SFWIB and a continuance will not unduly burden any interested person. Notice of the granting or denial of a

continuance, emergency or non-emergency, shall be posted on the website of the SFWIB.

8. Hearing

All appeal hearings shall be conducted in accordance with the following:

- (a) The Appeal Panel may issue any rulings at the appeal hearing necessary to prevent delay, to afford the Service Provider a fair and reasonable opportunity to present evidence and legal argument, and to promote a just, speedy and inexpensive determination of the issues in the appeal;
- (b) Each party shall have the right to present witnesses and other evidence and to impeach any witness regardless of which party called the witness to testify;
- (c) Hearsay evidence may be used to supplement or explain other evidence, but shall not be sufficient by itself to support a finding;
- (d) Any documents or records submitted by any party at the hearing shall be marked as an exhibit and shall be retained by the SFWIB staff as part of the record of the proceedings;
- (e) The appeal hearing shall be recorded by an electronic recording instrument by the SFWIB staff. As noted in the Notice of Hearing, the Service Provider shall provide a court reporter to report the appeal hearing, at the expense of the Service Provider, and to administer oaths and affirmations to all witnesses testifying at the appeal hearing. Any party may, at its own expense, provide an additional court reporter to report the appeal hearing. Any party who orders a transcript of the appeal hearing shall order the same at the party's own expense. The transcript of the court reporter provided at the expense of the Service Provider, as required by these Rules, shall be the official transcript. The Service Provider shall pay for the expenses of the court reporter's appearance, transcription, and the provision of the original transcript of the entire appeal hearing to the SFWIB for inclusion in the official appeal file of the SFWIB for the particular appeal. If a court reporter does not report the appeal hearing, a transcript of the appeal hearing which has been prepared from the electronic recording instrument operated by SFWIB staff shall be the official transcript of the appeal hearing and said transcript shall be transcribed and prepared by a court reporter selected by the Executive Director of the SFWIB, at the expense of the Service Provider, and the original of such transcript of the entire appeal hearing shall be provided to the SFWIB, at the expense of the Service Provider, for inclusion in the official appeal file of the SFWIB for the particular appeal;
- (f) The appeal hearing shall be held in accordance with the Florida Public Meetings Law.

South Florida Workforce Investment Board
Service Provider Appeal Rules

- (g) The court reporter or other person authorized by Florida law to administer oaths and affirmations to witnesses shall administer such oath or affirmation to all witnesses who testify at the appeal hearing.
- (h) In the event that a translator is needed for any testimony by any witness then the translator shall be provided by the Service Provider at the expense of the Service Provider.
- (i) The SFWIB, although not a party to the appeal, may, in the discretion of the Appeal Panel, provide testimony and other evidence during the appeal hearing.
- (j) At the conclusion of the presentation of evidence and legal argument at the appeal hearing, the Appeal Panel shall confer in public at the appeal hearing and issue a recommendation to the SFWIB as to the disposition of the appeal. No such recommendation to the SFWIB shall be effective until and unless not less than two of the three members of the Appeal Panel vote for the recommendation as to the disposition of the appeal.
- (k) Upon receipt of the recommendation as to disposition of the appeal from the Appeal Panel, the SFWIB shall accept or reject or modify the recommendation or take such other action necessary and appropriate to dispose of the appeal. The action of the SFWIB with respect to the appeal shall constitute final action by the SFWIB as to the issues raised by the appeal.

EXHIBIT F

INDIVIDUAL TRAINING ACCOUNT POLICY

INDIVIDUAL TRAINING ACCOUNT (ITA) POLICY

I. Of Interest to

The Individual Training Account (ITA) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB), Region 23 (Miami-Dade and Monroe Counties) Career Center contractors (Service Providers), Training Vendors, Region 23 jobseekers, and SFWIB staff.

II. Definitions

- 1) Actual start date: the date that the participant commences classes.
- 2) Approved Training Program: a SFWIB-Approved occupational training program, including online training linked to occupational and program titles seen on Region 23's current Targeted Occupations List.
- 3) Assessment: the process by which Career Center staff evaluates eligible participants before they enroll in a training program.
- 4) Completion: the total number of classroom hours or competencies required for a participant's attainment of a certificate or degree.
- 5) Credential Attainment: participant's attainment of a certificate or degree issued by the State of Florida and/or competencies required for a specific job or occupational group at the conclusion of a course of study.
- 6) Economic Benefit per Placement: the return on investment per approved training program for each participant placed.
- 7) ITA (Individual Training Account): the scholarship to pay for enrolling in an approved training program.
- 8) ITA Limit/Maximum ITA Amount: a cap on the amount to be paid for each approved program.
- 9) ITA Voucher: the system-generated instrument used to pay for a training program; for the instrument to be valid, it must have all required signatures, i.e., participant, career advisor and supervisor signatures.
- 10) Occupational Training Area: program title linked to an occupational title seen on Region 23's Targeted Occupations List. SOC to CIP linkages.
- 11) Pell Grant: the federal grant that eligible participants apply for to assist in paying for the costs of a training program.
- 12) Performance measures/standards: a set of federal, state and local standards for determining a Training Vendor's compliance with completion and placement requirements.
- 13) Placement: the number of participants that obtain unsubsidized employment following completion of a training program.
- 14) Workforce Management System (WFMS) formerly the Service Account Management System (SAMS): the system for tracking participants' training-related information, i.e., expenditures and performance data.

- 15) Targeted Industries: industries determined by the SFWIB as a priority for occupational training; currently, those industries are Aviation; Creative Design; Hospitality & Tourism; Information Technology Banking & Finance; Life Science & Healthcare; and Trade & Logistic.
- 16) Targeted Occupations List (TOL): a State-compiled list of occupations that Regional Workforce Boards may offer training in.
- 17) Training-related placement: the number of participants that obtain unsubsidized employment in an occupational area relevant to the training program completed.

III. Subject

Training utilizing Individual Training Accounts (ITAs)

IV. Purpose

The purpose of the ITA Policy is to provide all SFWIB stakeholders with uniform guidelines regarding the use of training funds to pay for approved training programs and to determine subsequent program eligibility.

V. Background

An ITA is the vehicle through which SFWIB expends training dollars. ITAs may be used to pay for or help defray the cost of training at an approved SFWIB Training Vendor. ITAs may also be used to provide training in an occupation clearly linked to a priority industry that is in local demand or that appears on the Region's Targeted Occupations List (TOL). ITAs are available to customers eligible for WIA Adult, Dislocated Worker, Youth and Welfare Transition programs; however, note that an ITA is neither an entitlement nor a right.

VI. Assessment

Career Center staff is required to individually assess eligible participants for training prior to the issuance of an ITA voucher. The assessment process consists of examining a participant's academic and employment background as well as short- and long-term career interests. The intent of this process is to assist the participant in selecting a training program he/she is likely to succeed in and ultimately contribute to the achievement of economic self-sufficiency.

VII. Individual Training Account Fee Structure

A. ITA Cost

By May 15th of a Program Year (PY), Training Vendors are required to submit program cost modifications to include: cost of credentials and projected time frame of credential attainment for the next PY to SFWIB staff. That information is used to update the program cost information seen on the SFWIB website and in the WFMS. The maximum ITA amount for each PY is derived from the program cost information submitted by the public education Training Vendors.

Specifically, the ITA limit per public school training program is set at 100% of the public institutions' submitted cost information and 110% of the public institutions' cost information for private institutions' comparable programs. Where there is no comparable **regionally** approved public education institution program, the cost of the approved private Training Vendor's program will be based on occupational title, quadrant category and cost negotiation within the applicable quadrant category.

B. Individual Account Training Cap

The maximum cap for the Individual Training Account (ITA) is **\$10,000.00**.

C. ITA Amount for Occupational Training Areas

The ITA amount for each occupational training area is based on if the occupation is identified as High Wage/High Growth, High Wage/Low Growth, Low Wage/High Growth, and Low Wage/Low Growth.

The maximum ITA amounts are as follows:

- Occupations identified as High Growth/High Wage **up to and including \$10,000.00**
- Occupations identified as Low Growth/High Wage **up to and including \$7,500.00**
- Occupations identified as High Growth/Low Wage **up to and including \$5,000.00**
- Occupations identified as Low Growth/Low Wage **up to and including \$2,500.00**

The formula to determine whether an occupation is high wage/high growth, low/wage growth, etc. is based on the State of Florida LMI data for the fastest growing occupations within Region 23 by growth rate and salary rate. Annually, the average growth rate and average salary rate will be determined for the identified occupations, sorted by growth rate and average salary, and then placed in the appropriate category.

D. ITA Voucher

A voucher will be issued covering up to and including 50 percent of the maximum approved ITA amount. In order for the voucher to be submitted for payment, the actual start date must be entered in WFMS and the participant must attend class for 14 consecutively scheduled classes. The 14-day period begins to run by entering participant information in WFMS, such as actual start date and length of program.

Upon the participant's completion of up to and including 50 percent of the training program, a voucher will be issued for the remaining maximum ITA amount. **Note: The payment of the remaining amount is contingent on the Training Vendor's submission to the applicable Service Provider of documentation evidencing the participant's attendance records.**

All vouchers must be issued within the same Program Year in which service(s) was/were rendered.

Please refer to the SFWIB Performance Reporting Requirements Policy & Procedures for more information.

VIII. Duration of Training for Individual Training Accounts

Individual Training Accounts can only be used to cover the cost of **up to and including** one year of training. This is a lifetime limit.

Exception: Those programs that the SFWIB have identified as targeted industries are exempt from the one-year limitation.

If the SFWIB participant's training cost is covered by another funding source, for example, Pell Grants or scholarships, of the maximum ITA amount approved only **up to and including** \$2,000 may be issued via voucher to offset the costs of books, certification examination/testing fees, etc., for **up to and including** one year of training. Note that this \$2,000 sum is not separate from the approved maximum ITA amount.

SFWIB participants that elect a training program that is more than one year in length, i.e., an Associate in Science (A.S. Degree) program, will be responsible for all training costs beyond the one year covered by the ITA.

Associate of Arts (A.A. Degree) and Bachelor Degree programs are not covered by ITAs, except when the Board determines there is a training program that demonstrates effectiveness to serve targeted populations.

IX. Financial Aid

A. Pell Grants

All SFWIB participants requesting training using an ITA are required to apply for the Pell Grant (Title IV) by completing the Free Application for Federal Student Aid (FAFSA).

SFWIB participants enrolling in a Pell eligible training program must provide the Expected Family Contribution (EFC) number and the Pell Award amount at time of enrollment. In the case where the Pell award changes from the amount stipulated in the original award letter, the previously approved ITA amount paid by SFWIB cannot be adjusted. In the case where the Pell award is in excess of the ITA voucher amount used when the SFWIB participant enrolled, the Training Vendor must reimburse SFWIB the difference.

B. Other Financial Aid/Student Loans

SFWIB participants who are eligible for a Pell Grant that elect to attend training programs may be required to obtain student loans and/or other grants to cover the cost of the program that they wish to enroll in if the ITA amount and the Pell Grant do not cover the full cost of the program.

If the SFWIB participant is not Pell eligible, or the school or program is not Title IV eligible, the SFWIB participant will be required to obtain student loans and/or other financial aid to cover the cost of the program not covered by the ITA amount. SFWIB will not be responsible for any debts that a SFWIB participant incurs.

X. Limitations

- 1) Only one training program per SFWIB participant can be paid through the ITA; participants are limited to one lifetime ITA.
- 2) The SFWIB participant must enroll in school half-time or full-time as defined by the Training Vendor.
- 3) The ITA can only be used for courses that are specifically required for the program of study.
- 4) SFWIB will only pay once for each required class in an approved training program. SFWIB will not pay for re-takes. This one-time payment includes remedial courses.
- 5) SFWIB will only pay once for each required certification examination.
- 6) In the case of those occupational training areas where the State licensing and/or certification examinations are offered only in the English language, SFWIB participants enrolled in such training shall be taught in English.
- 7) Associate of Arts (A.A. Degree) and Bachelor Degree programs are not covered by the Individual Training Account, unless as specified under Section VIII, Duration of Training for Individual Training Accounts: *Exception*.

XI. Workforce Management System (WFMS)

Approved SFWIB Training Vendors shall utilize the SFWIB WFMS Training Vendor screen to submit information on training status (drop, withdrawals, Pell information, etc.), attendance, training progress, placement, credential attainment information and performance information on a regular basis. The Training Vendor will provide credential information to the Service Provider and any follow-up data required.

Service Provider case managers shall track SFWIB participants' training performance through WFMS.

Please refer to the SFWIB Performance Reporting Requirements Policy & Procedures for more information on the responsibilities of Training Vendors and Service Providers relevant to WFMS data reconciliation.

XII. Performance Measures

Training Vendors that agree to accept ITAs from SFWIB will be required to meet **a minimum of two of the listed** SFWIB performance standards, of which, one must be the Placement after Training standard. The table below lays out the performance measures.

Performance Measure	Performance Standard
Completion Rate	70%
Placement After Training	70%
Training-Related Placement	70%
Economic Benefit Per Placement	Quadrant Benchmark
Low Growth / Low Wage	\$14,785
High Growth / Low Wage	\$12,493
Low Growth / High Wage	\$31,542
High Growth / High Wage	\$29,201

A. Completion Rate

This measure examines the percentage of participants who successfully complete training in an approved SFWIB program.

B. Placement after Training

This measure examines those SFWIB participants who completed training and have been placed in unsubsidized employment within **180** days of training completion.

C. Training-Related Placements

This measure examines those SFWIB participants who completed training and obtained unsubsidized employment within **180** days of completion in a training-related occupation.

D. Economic Benefit per Placement

This measure examines the percentage of the return on investment per approved training program for each participant placed. **The approved program must meet and/or exceed the standard economic benefit per placement by quadrant.**

E. Subsequent Eligibility

For an approved training program to be considered for renewal, the program must meet or exceed a minimum of two of the performance measures, of which, one must be the Placement after Training standard. Programs neither meeting nor exceeding a minimum of two of the measures will be removed from SFWIB's approved offerings list. For a removed program to return to the approved offerings list, that program must be resubmitted for a programmatic review and Board-approval a year from the date of removal.

XIII. Roles and Responsibilities

Training Vendors and Service Providers are required to input data relevant to each of the above measures into WFMS. Additionally, Vendors and Providers are required to input wage data per placement into WFMS. Note that supporting documentation for each system entry must be readily available for review. Please refer to the SFWIB Performance Reporting Requirements Policy and Procedures for more information.

EXHIBIT G

CUSTOMER SATISFACTION SURVEY

CUSTOMER SATISFACTION SURVEY

Dear Customer: Please help us to improve our services and interaction with you. By completing this questionnaire, you will provide us with valuable information that will be used to create programs and provide services that meet your needs. Please read each question below and circle the box you feel best describes your experience.

Rating Scale: Strongly Agree Box 5, Moderately Agree Box 4, Agree Box 3, Moderately Disagree Box 2, Strongly Disagree Box 1.

A. YOU WERE GREETED AND WELCOMED IMMEDIATELY AS YOU ENTERED THE CENTER

5. Strongly Agree	4. Moderately Agree	3. Agree	2. Moderately Disagree	1. Strongly Disagree
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B. YOU WERE ABLE TO RECEIVE THE SERVICES YOU REQUESTED

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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C. YOU FIND THE STAFF TO BE COURTEOUS, RESPECTFUL, PROFESSIONAL, AND HELPFUL

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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D. YOUR APPLICATION/REQUEST FOR SERVICE WAS PROCESSED IN A TIMELY MANNER

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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E. INFORMATION WAS GIVEN IN MANNER THAT IS CLEAR AND EASILY UNDERSTOOD

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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F. YOUR QUESTIONS AND CONCERNS WERE ADDRESSED IN A PROFESSIONAL MANNER

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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G. STAFF ADVISED YOU OF OTHER AVAILABLE SERVICES

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly disagree
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H. YOU FOUND THE FACILITY ACCESSIBLE

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly disagree
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I. ASSISTIVE TECHNOLOGY EQUIPMENT IN THE ADA WORKSTATION WAS OPERATIONAL AND HELPFUL. (IF APPLICABLE)

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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J. THE DISABILITY SERVICES COORDINATOR PROVIDED NEEDED ACCOMMODATION(S) TO YOUR SATISFACTION

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly Disagree
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K. YOU WERE MADE AWARE OF SFWIB'S EQUAL OPPORTUNITY POLICY

5. Strongly agree	4. Moderately agree	3. Agree	2. Moderately disagree	1. Strongly disagree
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OPTIONAL

Customer Name:	One Stop Center:
Customer Service Staff:	Total Points:

EXHIBIT H

**CSSF WIOA LOCAL PLAN FORUM
PUBLISHED NOTICE**



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD INVITES YOU TO ATTEND

The **2016-2020 WIOA Local Workforce Plan** presentation to the community

Community Forums provide a platform by which to present and enable the community to comment on the Local Workforce Plan. Community Forums are being held at the following locations:

DATE	TIME	LOCATION
Wednesday, April 6, 2016	9:30 am to 11:30 am	Murray E. Nelson Government Center 102050 Overseas Hwy. Key Largo, FL 33037
Thursday, April 7, 2016	2:00 pm to 4:00 pm	South Dade Regional Library 10750 SW 211th Street Cutler Bay, FL 33189
Thursday, April 7, 2016	1:00 pm to 3:00 pm	Marathon Government Center 2798 Overseas Hwy. Marathon, FL 33050
Friday, April 8, 2016	12:00 pm to 2:00 pm	Harvey Government Center 1200 Truman Ave. Key West, FL 33040
Friday, April 8, 2016	2:00 pm to 4:00 pm	Sant La Haitian Neighborhood Center, Inc. 5000 Biscayne Boulevard Miami, Florida 33137
Monday, April 11, 2016	2:00 pm to 4:00 pm	Northeast Dade-Aventura Branch Library 2930 NE 199th Street Aventura, FL 33180
Tuesday, April 12, 2016	2:00 pm to 4:00 pm	Allapattah Branch Library 1799 NW 35th Street Miami, FL 33142
Wednesday, April 13, 2016	12:00 pm to 2:00 pm	West Dade Regional Library 9445 Coral Way Miami, FL 33165
Thursday, April 14, 2016	2:00 pm to 4:00 pm	North Dade Regional Library 2455 Northwest 183rd Street Miami Gardens, FL 33056
Friday, April 15, 2016	8:00 am to 10:00 am	The Beacon Council 80 SW 8th St #2400 Miami, FL 33130