



Local Workforce Development Area 23

Tel 305-594-7615 Ext. 369

Fax 305-470-5523

7300 Corporate Center Drive
Miami, FL 33126

www.careersourcesfl.com

rick.beasley@careersourcesfl.com

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Plan Contact: Rick Beasley

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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](#)

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

- 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;

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. Obdulio Piedra – Represents Banking & Finance
SFWIB Chairman
7300 Corporate Center Drive, #500
Miami, FL 33126
305-594-7615 Ext. 369

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- B. 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.

- 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
305-594-7615 ext. 369

- 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). The SFWIB procures the operation of the One-Stop Centers and act as the direct providers of services. Currently, SFWIB subcontracts the provision of workforce services with approximately five (5) service providers.

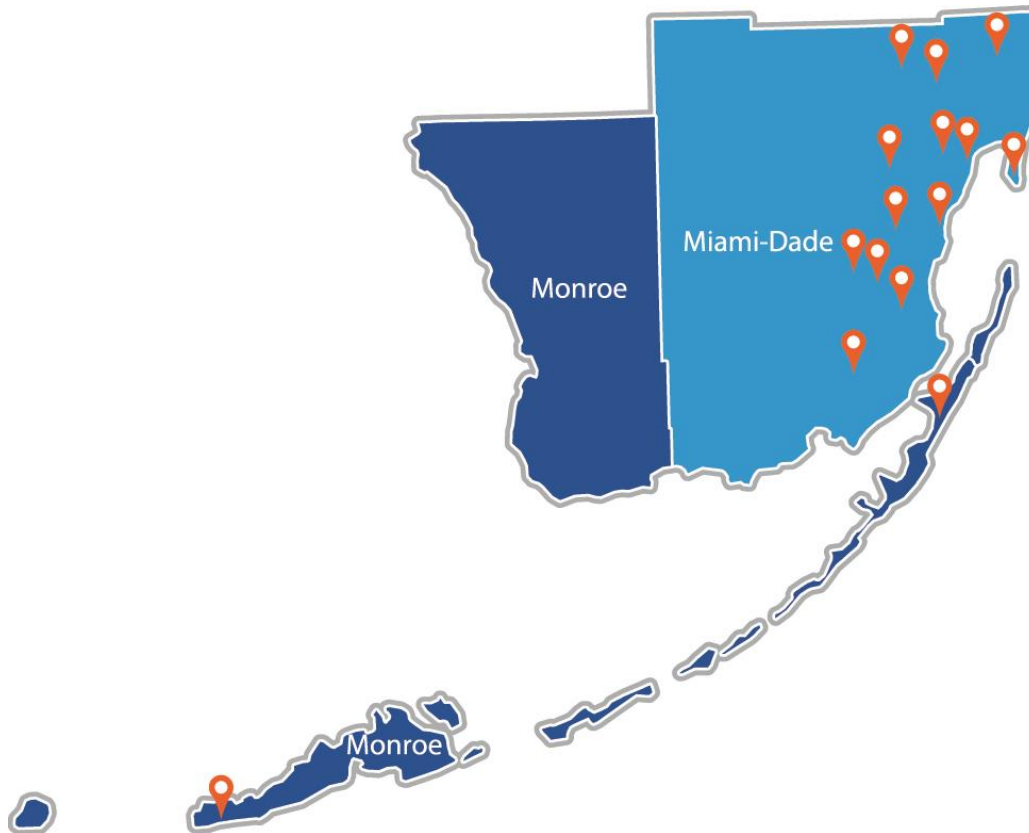
(4) One-Stop System

- A. Provide a description of the local one-stop system (including the number, type and location of full-service and other service delivery points).
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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 12 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).

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, SER Jobs for Progress Inc. and Transition Inc.

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

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, SER Jobs for Progress Inc. 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.

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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The State has not yet finalized the Administrative Policy for One-Stop Certification. Once finalized, CSSF 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 2015 with a 6 percent unemployment rate in Miami Dade County and a 3 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 Associates 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 Associates 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 Associates 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 3.3%.

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)
-

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.

OCOG was initiated to provide a roadmap for economic development and recommendations aimed at growing jobs and creating long-term sustainable economic prosperity in the region. A decidedly targeted strategy was put in place that aligns all workforce development, economic development and outreach activities around a shared set of objectives. In order to be successful, strong leadership from 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 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

CSSF's need for ongoing, real-time data and input from the business community resulted in the creation 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.

To address any skills gaps that may be present, CSSF uses a myriad of services including but not limited to: On-the-Job Training (OJT), Employed Worker Training (EWT), Customized Training (CT) and Paid Work Experience (PWE).

Another strategy is the Employ Miami-Dade (EMD) 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.

In response to the increasing needs of in-demand sectors in the area, the CSSF, in partnership with Miami Dade College (MDC), Miami-Dade County Public Schools (MDCPS), and various community and economic development partners, launched another concept in the delivery of training services – target industry specific cohorts. The “cohorts” are customized short term trainings in industry sectors with limited skilled talent supply in-demand occupations.

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. Accordingly, CSSF has prioritized training in regional high-growth industries (e.g. Information Technology and Nursing) to meeting the needs of the business community.

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.

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- (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).
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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.
-

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 Lighthouse for the Blind 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 Lighthouse for the Blind 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.

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- (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).
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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).

2015-2016 Negotiated Performance Goals	
Adult Measures	
Entered Employment Rate	82
Employment Retention Rate	92
Avg. Six Month Earnings	\$20,000
Dislocated Worker Measures	
Entered Employment Rate	90
Employment Retention Rate	91.2
Avg. Six Month Earnings	\$17,621
Youth Common Measures	
Placement in Employment or Education	60
Attainment of Degree or Certificate	75.5
Literacy or Numeracy Gains	53.1

The USDOL has not yet defined all of the new 2016-17 WIOA measures and has yet to negotiate State levels of performance on the six indicators. An updated response can be

provided when the USDOL and the State define the new measures and set performance expectations.

- (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	
Measure	
1	Level of Services for Special Groups
2	Training Completion Rate
3	Training Completion Placement Rate
4	Training Related Placements
5	Job Openings Index
6	WP Entered Employment Rate
7	WIA Adult & Dislocated Worker EER
8	CAP Entered Employment Rate
9	CAP Participation Rate
10	Short-Term Veterans EER
11	SNAP EER
12	Number of Training Enrollments
13	Employment (Obtained and Direct)
14	Employment Average Wage
15	Employers Served
16	Employer Services (Level 1)
Economic Impact	
17	Cost Per Placement
18	Net Economic Benefit
19	Return on the Investment

(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
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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 allows staff to use single documents to certify eligibility while streamlining the process and providing better quality service.

CSSF also hosts 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.

- (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)
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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)

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 center 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.

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- (7) 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.

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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 Miami Lighthouse for the Blind. This partnership allows CareerSource to assist Job Developers and Job Training Specialist at Miami Lighthouse 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.

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In an effort to meet the needs of all job seekers, CSSF has informal partnerships with agencies such as the Miami Lighthouse for the Blind, AARP, OIC of Broward, the Early Learning Coalition, 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).

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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](#)

(1) 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. Each One-Stop/Career Center has 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.

- 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 or 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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- (2) 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.

(3) 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](#)

- (4) 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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Following completion of the state certification policy, CSSF will analyze and develop an appropriate response if we identify additional criteria or higher levels of services are needed to respond to labor market, economic and demographic conditions and trends in the local area. For now we will continue to operate with the criteria in place, previously developed from already identified market conditions. With its eclectic workforce and lifestyle strengths, Region 23 has a strong foundation for pursuing new industries. Much strength is evident from previous analysis, a growing population, and technical labor force to draw from, excellent quality of life, and reliable infrastructure. Indeed, employment opportunities are showing steady progress. While employment will grow across most industries, the current pattern of employment growth is projected to continue the trends of the past year.

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)

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.

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- (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.

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- (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)
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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	9,799	11,010	1,211	12.4

		and Brokers				
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)

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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. However we will continue to strive to strengthen current as well as develop new relationships with other organizations such as:

- Greater Miami Society of Human Resource Management (GMSHRM)
- Targeted Industry Associations

(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;
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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 their 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)
-

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

.....

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.

(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 of 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](#)

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- (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
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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

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)

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A survey was developed and sent out to businesses and labor organizations to begin gathering information for the development of the plan. The organizations contacted included, but were not limited to, Chambers of Commerce in Miami-Dade and Monroe Counties, Economic Development Organizations and Departments of various municipalities, Business Associations, Education, Training and Service Partners, Community Based Organizations, Unions, local, national and international companies doing business in the Area, The survey was also automated and displayed on the CSSF's website to reach a broader audience and allow for easy compilation of the information. As a follow-up to the questionnaires, round table discussions were held. The information obtained through the surveys and round table discussions were taken into consideration during the completion of the plan.

In addition, outreach meetings were held throughout the Area to obtain input both before writing the plan and afterwards to present and glean feedback.

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

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A similar process (as described above for businesses) was followed with other workforce partners. The CSSF convened career center, youth and refugee program providers, training vendors, access point partners, WIOA mandated partners, and various community based organizations. As a follow-up to the questionnaires, round table discussions were held on February 17th and March 2nd, 2016. The information obtained through the surveys and round table discussions was taken into consideration to complete the plan.

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- (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)

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[Exhibit_H_Published Notice](#)

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,

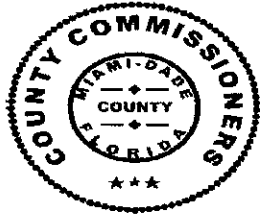
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board approves the Amendments to the Interlocal Agreement with Monroe County Creating The South Florida Workforce Investment Board for Region 23 of the State of Florida, in substantially the form 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 page.

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. FUTTON
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%
<u>Monroe County</u>	<u>6.7%</u>
Total	100%

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.

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.

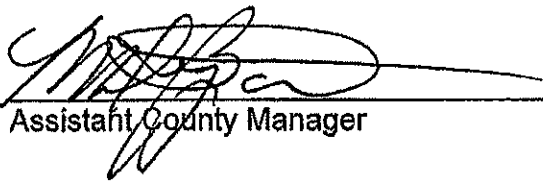
The WFI staff approval of the proposed restructuring is contingent upon formal adoption of the implementing Interlocal Agreement by both counties in its current form. WFI staff intends to recommend contingent chartering of the reconstituted regional workforce board at the next WFI Board meeting on February 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.

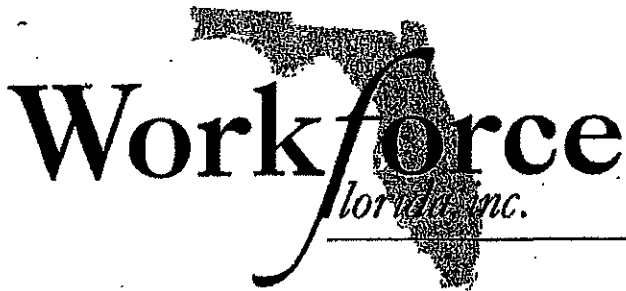
2. The appointment of board members is dramatically behind. This office has been in direct conversation with Mayor Alvarez's office and notes both the great cooperation we have had from his office and the progress that has been made in moving board appointments forward. Nevertheless, as reported to the 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

9

- 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,

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 SECTORS: 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 CAMPESINO-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

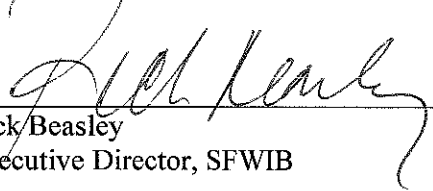
Date 12/4/2015 Date _____

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).

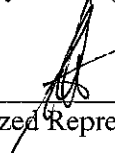
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), 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		
Registered	Reported - Did not register	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

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

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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:

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- 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.

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

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- 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;
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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

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- 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;
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- 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.

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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.

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