



## Local Workforce Development Area 23

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**Date Submitted:** March 16, 2020

**Plan Contact:** Rick Beasley

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## INTRODUCTION

These guidelines provide direction for local plans submitted [under Public Law 113-128, the Workforce Innovation and Opportunity Act \(WIOA\)](#). WIOA requires each local workforce development board (LWDB) to develop and deliver to the state a comprehensive four-year plan. These plans must be submitted in partnership with the chief elected official. Regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state ([20 CFR, Unified and Combined Plans Under Title I of the Workforce Innovation and Opportunity Act, §676.135](#)).

The law emphasizes the importance of collaboration and transparency in the development and submission of local plans. Affected entities and the public must have an opportunity to provide input in the development of the plan. Local boards must make the plan available electronically and in open meetings to ensure transparency to the public.

Local workforce development boards provide leadership and 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 are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including core programs in its planning and performance requirements. Each plan addresses how the LWDB coordinates service delivery with core programs of the Division of Vocational Rehabilitation, the Division of Blind Services and the Division of Career and Adult Education.

Each plan is based on current and projected needs of the workforce investment system, with an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities. Local plans identify the education and skill needs of the workforce and the employment needs of the local area. Plans include an analysis of the strengths and weaknesses of services provided to address identified needs. Assessments include the best available information, evidence of effectiveness, and performance information for specific service models and a plan to improve program effectiveness by adopting proven or promising practices as a part of the local vision. LWDBs provide a comprehensive view of the system wide needs of the local workforce development area.

Local plans address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. Services described in local plans should lead to greater efficiencies, reduce duplication, and maximize 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.

Local plans should align with CareerSource Florida’s business and market-driven principles to be the global leader for talent. These principles include:

- Increasing the prosperity of workers and employers
- Reducing welfare dependency
- Meeting employer needs
- Enhancing productivity and competitiveness

<b>KEY DATES</b>	<b>ON OR BEFORE</b>
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<b>Key Dates Sent to Local Boards.....</b>	<b>October 11, 2019</b>
<b>Local Plan Guidelines Issued .....</b>	<b>November 1, 2019</b>
<b>Labor Market Analysis Sent to Local Boards.....</b>	<b>December 6, 2019</b>
<b>Local Plans Due .....</b>	<b>March 16, 2020</b>
<b>WIOA Statewide Unified Plan Due .....</b>	<b>March 30, 2020</b>
<b>WIOA Statewide Unified Plan Approved .....</b>	<b>May 1, 2020</b>
<b>Local Plans Approved .....</b>	<b>June 4, 2020</b>
<b>WIOA Program Year 2020 Begins .....</b>	<b>July 1, 2020</b>

## PUBLIC COMMENT PROCESS

Prior to the date on which the local board submits a local plan, the local board shall:

1. Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA §108(d)(1)).
2. Provide a 30-day period for comment on the plan before its submission to CareerSource Florida, Inc., beginning on the date on which the proposed plan is made available, prior to its submission to the Governor (WIOA §108(d)(2)).
3. Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan (WIOA §108(d)(2)).

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

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

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

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

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

### [Attachment\\_J\\_CSSF Local Plan Published Notice](#)

### ONLINE FORM

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

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

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

**All local plans must be submitted no later than 5:00 p.m. (EST) on Monday, March 16, 2020.**

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

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

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<sup>1</sup> A searchable PDF file is a PDF file that includes text that can be searched upon using the standard Adobe Reader “search” functionality [CTRL+F]. In Microsoft Word Click **File > Save As** and choose where you want the file to be saved. In the **Save As** dialog box, choose **PDF** in the Save as type list. Click **Options**, make sure the **Document structure tags for accessibility** check box is selected, and then click **OK**.

- Responses to all questions are informative and concise; and,
- The name of the local area, the page number and plan submission date are listed in the footer of the document.

## ATTACHMENTS

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

- A. Executed Memoranda of Understanding for all one-stop partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan);
- B. Executed Infrastructure Funding Agreements with all applicable WIOA required partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan);
- C. Executed Interlocal Agreements (in cases where there is more than one unit of general local government);
- D. Agreements describing how any single entity selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any procedures on how roles are delineated to verify the firewalls are effective.
- E. The current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan;
- F. Any comments submitted during the public comment period that represent disagreement with the local plan (Public Law 113-128, Section 108(d).
- G. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official;
- H. A copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board;
- I. A copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations;

**NOTE: THERE IS NO REQUIREMENT TO SUBMIT HARD COPIES OF LOCAL PLANS OR ATTACHMENTS.**

If you have any questions, please contact CareerSource Florida at:

[FloridaWIOA@careersourceflorida.com](mailto:FloridaWIOA@careersourceflorida.com)

Once plans are received, the plan's official review by CareerSource Florida and the Department of Economic Opportunity (DEO) begins. All plans are reviewed for completeness and adherence to plan formatting requirements.

If there are questions or concerns local boards are notified. **The content of plans is reviewed by both DEO and CareerSource Florida staff with recommendations provided to the CareerSource Florida Board of Directors at its meeting scheduled for June 4, 2020.**

A recommendation for approval is made unless the staff review indicates: (1) there are deficiencies in local workforce investment activities that are not addressed, or (2) the plan is inconsistent with WIOA and its regulations, including required public comment provisions. It is recognized that this updated plan will include strategies and activities that are fully completed, as well as some that are still being developed and implemented.

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

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

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

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing, and post-secondary education opportunities.

## 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.

.....

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](mailto:mayor@miamidade.gov)

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- 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 defines how parties carry out roles and responsibilities of the chief elected official.

.....

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 and additionally in July of 2016. 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.

#### [Attachment\\_A\\_Interlocal Agreement/By Laws](#)

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

#### [Attachment\\_A\\_Interlocal Agreement/By-Laws](#)

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

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

The 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.

#### **Attachment\_A\_Interlocal Agreement/By-Laws**

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

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

- iii. The process to notify the chief elected official of a board member vacancy ensuring 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 per requirements at §679.110(d)(4) of the proposed WIOA regulations;

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

- v. The use of technology, such as phone and web-based meetings 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.

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

.....

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

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

Mr. Charles Gibson – Represents the Private Business Sector  
SFWIB Vice-Chairperson  
7300 Corporate Center Drive, #500  
Miami, FL 33126  
305-929-1501

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

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 Global Talent Competitive Council of WDA 23 in an open, public meeting. Their comments and responses were reviewed and integrated into the plan. The plan was advertised to the public through 11 community forums, email blasts, social media, and placed on the CSSF website on December 27, 2019. All SFWIB / WDA 23 members and members of the area’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 for the plan. Comments and suggestions from WDA 23 members, members of the above mentioned organizations and the general public were reviewed and integrated into the plan, as appropriate. The plan was reviewed by the full board at the SFWIB meeting on February 20, 2020.

**[Attachment\\_B\\_Board Roster & Plan Approval Meeting Minutes](#)**

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

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

The 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

.....

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

Mr. Rick Beasley

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

7300 Corporate Center Drive, #500

Miami, FL 33126

305-929-1501

- 
- C. Identify if a single entity is selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy

.....

The Administrative Services of Miami-Dade County is the fiscal and administrative agent of the LWDB (SFWIB). The SFWIB Interlocal Agreement, which is attached, provides further details on the separation of duties and responsibilities. The SFWIB procures workforce services providers through a Request for Proposal to conduct daily operations of the career centers and deliver direct employment and training services. Currently, the SFWIB subcontracts the provision of workforce services with three (3) service providers.

**(4) One-Stop System**

- A. Describe the local one-stop system (including the number, type and location of the comprehensive center(s)<sup>2</sup>, and other service delivery points).

.....

Businesses and job seekers can access a broad range of specialized services and resources through the one (1) Comprehensive CareerSource center, 11 Full Service CareerSource centers and one (1) Re-employment center, two (2) University Career Development Centers (St. Thomas University & Florida Memorial University), three (3) TechHire centers and five (5) Mobile Assistance Unit depending on the need throughout community. Due to strong strategic partnerships with community-based and faith-based organizations, CareerSource South Florida (CSSF) provides services to ex-offenders, youth, refugees and job seekers with disabilities. Additionally, employment services can be accessed through 14 Access Points (satellite centers) that are operated by community-based organizations.

**[Exhibit\\_C\\_CSSF Service Locations](#)**

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



- 
- 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.
- 

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

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

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

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

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The entities selected to operate the local CareerSource centers are community based organizations and private entities selected through a competitive procurement process. The entities currently contracted to operate the local centers are Youth Co-Op Inc., Arbor E & T, LLC, and Career Team. LLC.

- 
- 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, and Career Team, LLC.

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

.....

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 093 - One-Stop Career Center Certification Requirements](#), provide the required attestation that at least one comprehensive one-stop center in your local area meets the certification requirements.

.....

Based on current guidelines, CareerSource South Florida hereby certifies that all 11 of its Full Service CareerSource centers, one (1) Comprehensive CareerSource center and one (1) Re-employment center, meet the CareerSource Florida Administrative Policy for One-Stop Certification requirements.

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

## ANALYSIS OF NEED AND AVAILABLE RESOURCES

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

.....

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

With a population of over five million, Miami's metro area is the seventh most populous and fifth- largest urban area in the United States according to the U.S. Census Bureau. WDA 23 ended 2019 with a 1.8 percent unemployment rate in Miami Dade County and a 1.8 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, 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 5.2 percent with an estimated 16,118 new job openings
- Education and Health Services projected growth of 13.8 percent with an estimated 26,490 new jobs
- Professional and Business Services projected growth is 11.5 percent with an estimated 21,851 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				
Title	Employment		2019 - 2027 Change	
	2019	2027	Total	Percent
Industry Title	Current	Projected	Change	Percentage
Trade, Transportation, and Utilities	309,445	325,563	16,118	5.2
Education and Health Services	191,913	218,403	26,490	13.8
Professional and Business Services	190,436	212,287	21,851	11.5
Leisure and Hospitality	158,805	171,722	12,917	8.1
Financial Activities	82,649	87,282	4,633	5.6

A closer look at sub-industries with the fastest projected growth over the same period of time shows that Securities, Commodity Contracts, and Other Financial Investments and Related Activities will see 20% growth while Ambulatory Health Care Services will increase by 19.6%. The next three industries include Petroleum and Coal Products Manufacturing with a 18.4% gain, Couriers and Messengers 16.5% and Museums, Historical Sites, and Similar Institution by 15.5%.

FASTEST-GROWING INDUSTRIES						
WORKFORCE DEVELOPMENT AREA 23 - MIAMI-DADE AND MONROE COUNTIES						
Rank	NAICS Code	NAICS Title	Employment			
			2019	2027	Growth	Percent Growth
1	523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities	9,029	10,835	1,806	20.0
2	621	Ambulatory Health Care Services	68,339	81,734	13,395	19.6
3	324	Petroleum and Coal Products Manufacturing	1,199	1,420	221	18.4
4	492	Couriers and Messengers	12,396	14,443	2,047	16.5
5	712	Museums, Historical Sites, and Similar Institution	1,613	1,863	250	15.5
6	624	Social Assistance	19,327	22,281	2,954	15.3
7	236	Construction of Buildings	13,068	15,064	1,996	15.3
8	443	Electronics and Appliance Stores	8,109	9,259	1,150	14.2
9	541	Professional, Scientific, and Technical Services	86,562	98,646	12,084	14.0
10	920	State Government	19,689	21,859	2,170	11.0
11	551	Management of Companies and Enterprises	10,643	11,814	1,171	11.0
12	611	Educational Services	36,479	40,460	3,981	10.9
13	454	Nonstore Retailers	6,330	7,010	680	10.7
14	562	Waste Management and Remediation Service	2,481	2,742	261	10.5
15	488	Support Activities for Transportation	23,656	26,143	2,487	10.5
16	531	Real Estate	24,024	26,460	2,436	10.1
17	622	Hospitals	50,882	55,859	4,977	9.8
18	493	Warehousing and Storage	3,651	4,005	354	9.7
19	721	Accommodation, including Hotels and Motels	38,132	41,815	3,683	9.7
20	446	Health and Personal Care Stores	13,931	15,259	1,328	9.5

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	NAICS Code	NAICS Title	Employment			
			2019	2027	Growth	Percent Growth
1	621	Ambulatory Health Care Services	68,339	81,734	13,395	19.6
2	541	Professional, Scientific, and Technical Services	86,562	98,646	12,084	14.0
3	561	Administrative and Support Services	90,750	99,085	8,335	9.2
4	722	Food Services and Drinking Places	103,098	111,431	8,333	8.1
5	622	Hospitals	50,882	55,859	4,977	9.8
6	611	Educational Services	36,479	40,460	3,981	10.9
7	721	Accommodation, including Hotels and Motels	38,132	41,815	3,683	9.7
8	930	Local Government	107,425	110,557	3,132	2.9
9	624	Social Assistance	19,327	22,281	2,954	15.3
10	445	Food and Beverage Stores	31,075	33,951	2,876	9.3
11	488	Support Activities for Transportation	23,656	26,143	2,487	10.5
12	531	Real Estate	24,024	26,460	2,436	10.1
13	238	Specialty Trade Contractors	34,003	36,278	2,275	6.7
14	920	State Government	19,689	21,859	2,170	11.0
15	492	Couriers and Messengers	12,396	14,443	2,047	16.5
16	236	Construction of Buildings	13,068	15,064	1,996	15.3
17	523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities	9,029	10,835	1,806	20.0
18	481	Air Transportation	18,031	19,730	1,699	9.4
19	812	Personal and Laundry Services	16,267	17,799	1,532	9.4
20	423	Merchant Wholesalers, Durable Goods	37,452	38,822	1,370	3.7

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

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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. Ambulatory Health Care
2. Professional, Scientific, and Technical Services
3. Administrative and Support Services
4. Food Services and Drinking
5. Hospitals

Collectively, the aforementioned industries represent over 47,000 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.

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

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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	
<b>High Growth, High Wage (Competitive)</b>	this is considered a strong, advancing cluster with significant potential to develop further.
<b>High Growth, Low Wage (Emerging)</b>	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.
<b>Low Growth, High Wage (Declining)</b>	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.
<b>Low Growth, Low Wage (Low Potential)</b>	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.

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

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The Bureau of Labor and Statistics estimates the population of area 23 to be just over 2.7 million people. The state of Florida’s Department of Economic opportunity estimated the labor force for Miami Dade to be 1,426,150 able bodied workers, 1,400,943 of which are currently employed and 25,207 unemployed for an unemployment rate of 1.8%. In Monroe County the labor force is estimated to be 47,201 able bodied workers, of which 46,354 are employed and 847 are unemployed for a rate of 1.8%.

2019 ended with Area 23 having an unemployment rate of 1.8%. Of the estimated 26,054 unemployed workers:

Another area to address is job seekers with disabilities and barriers to employment. According to a 2019 report conducted by the Florida Chamber, unemployment for people with disabilities is 16.3% which is 13.1% higher than the overall unemployment rate in 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 local area, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the local area (WIOA §108(b)(1)(D) and §108(b)(7)).
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Considering the statistics, demographics and the impact the potential economic downturn has had on the region, CSSF partnered with local agencies to design strategies to deliver the skilled workforce that meets the labor demand for new, expanding or relocating businesses. CSSF is on the steering committee for the One Community One Goal (**OCOG**) initiative and is committed to closing the existing skills gaps through excellence in education, economic and workforce development. The priority is on training in the region's high growth industries with a focus on those job seekers who are most in need of developing the skills required by area businesses.

CareerSource South Florida in partnership with the Beacon Council, University of Miami, Baptist Health South, Greater Miami Chamber of Commerce, Greater Miami Conventions and Visitors Bureau, Miami Dade College, Miami Dade County, Miami Dade Public Schools, Port of Miami, St. Thomas University, Florida International University, and the United Way of Miami-Dade, to name a few, provided input, research, data analysis, and served on the Steering Committee to develop the roadmap for the area. 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](http://www.onecommunityonegoal.com)

CareerSource South Florida in partnership with The Beacon Council Foundation (BCF) under the One Community One Goal umbrella launched The Miami Community Ventures (MCV) Initiative. The initiative is designed to connect low income "structurally unemployed" individuals to living wage jobs. The target audience of eligible program participants includes individuals who are Public Assistance Recipients, Returning Citizens, and the Disabled; with subgroups made up of female heads of households, veterans, and youth ages 19-29 yrs. The program, designed to deliver long-term economic benefits to our communities, includes wrap-around support services in the areas of job training, child care, success coaching, education (emphasis financial literacy), and social services; for an extended period of up to one year. A pilot program was completed in 2019 for which there were 63 placements and an average wage of \$16.37 (exceeding the \$13.44 target living wage).

In partnership with the Honorable Miami Dade County Mayor Carlos A. Gimenez and other local agencies, CSSF continues to fund the Employ Miami Dade (EMD) initiative, which provides training and employment opportunities for residents residing in the zip codes with the highest crime and unemployment rates in Miami-Dade County. 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 initiative yielded an 87% training completion rate with a 71% placement rate. 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.

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

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

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

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

Despite the challenges that may present themselves, CSSF believes they have the capacity to provide meaningful services at a level that will have a significant impact on the local community. For example to specifically address the needs of individuals identified with barriers to employment, CSSF, in partnership with OIC of South Florida and Gang Alternative, Inc. provide 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 70,000 veterans in the region.

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

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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 referrals for 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.

- (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:

1. Tutoring, Study Skills Training, and Instructions, Academic/Educational Enhancement Skills and Dropout Prevention
2. Alternative Secondary School Services
3. Paid and Unpaid Work Experience
4. Occupational Skills Training
5. Education Offered Concurrently with Workforce Preparation and Training
6. Leadership Development Opportunities
7. Support Services
8. Adult Mentoring
9. Follow-up Services
10. Comprehensive Guidance and Counseling Services
11. Financial Literacy Education
12. Entrepreneurial Skills Training
13. Services that Provide Labor Market Information
14. Postsecondary Preparation and Transition Activities

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

1. Youth veterans/spouses/dependents, members of military families
2. High school dropouts, disconnected youth
3. Youth in and aging out of foster care
4. Youth with disabilities
5. Youth offenders/youth at risk of court involvement/youth involved in the juvenile justice system

6. Children of incarcerated parents
7. Economically disadvantaged individuals, receiving or income eligible for TANF, SNAP, and/or Section 8 Housing
8. Migrant youth
9. Homeless and runaway youth
10. Pregnant and parenting youth
11. The most at-risk youth (if not applicable to this list, must be determined case-by-case)
12. Basic Skills Deficient
13. English Language Learner
14. Economically disadvantaged individuals, receiving or income eligible for TANF, SNAP, and/or Section 8 Housing
15. Individuals who requires individual assistance to complete an educational program or to secure or hold employment

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 barriers 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's Pre-Apprenticeship Program in collaboration with Miami Dade County Public Schools (MDCPS) Career and Technical Education Department gives 11<sup>th</sup> grade students the opportunity to enroll in a construction pre-apprenticeship program that will allow them to receive 150 hours of classroom instruction in 12 targeted construction trades, to include a OSHA 10 certification. Students will then participate in a 150 hour paid internship during the summer to include 20 hours of pre-employment skills training. Students are then given an additional 150 hours of classroom instruction during their 12<sup>th</sup> grade year and upon graduation, these pre-apprenticeship students will graduate with an OSHA 10 credential, a Pre-Apprenticeship Certification from the Florida Department of Education which will give them the opportunity to enter into a certified apprenticeship program.

CSSF's Pre-Apprenticeship Program in collaboration with Monroe County School District (MCSD) Career and Technical Education Department gives 11<sup>th</sup> grade students the opportunity to enroll in the Marathon Fire Academy Program that will allow them to receive 150 hours of classroom instruction in firefighting technics, to include a Basic Life Support (BLS)-Cardiopulmonary Resuscitation (CPR) and Emergency Medical Responder (EMR) certification. Students will then participate in a 150 hour paid internship during the summer to include 20 hours of pre-employment skills training. Students are then given an additional 150 hours of classroom instruction during their 12<sup>th</sup> grade year and upon graduation, these fire fighter academy students will graduate with an BLS-CPR, EMR certification and/or Firefighter 1 Certificate, which will give them the opportunity to test for the Fire Fighter I certification at the age of 18.

CSSF has taken it a step further by partnering with MDCPS to facilitate Tech-Hire Summer Bootcamps for youth between the ages of 15-21. The Tech-Hire Summer Bootcamp is designed to expose underserved youth to the technology career field. The Tech-Hire Summer Bootcamp consist of a 6 week intensive summer boot camp that leads to an industry recognized credential in the IT fields of Web Applications, Networking, Cyber Security, Gaming, CompTIA A+ and Web Development. Youth that attain the industry

recognized credential are given the opportunity to participate in a paid internship during the following summer break.

CSSF takes every opportunity to leverage its resources by partnering with local municipalities such as the City of Homestead, Miami Gardens and Opa-Locka to facilitate Summer Youth Employment Programs that teach youth ages 15-18 pre-employment skills while gaining valuable work experience.

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.

## WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

- (1) Describe the local board’s strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).
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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. The Board’s core purpose is to improve the quality of life through a workforce well equipped to meet industry demand.

At the June 14, 2018 Executive Committee meeting, the 2016-20 Strategic Goals Operational Plan was presented to Committee members for additional input. There were two revisions to the strategies for Goal 1 and one revision to the strategies for Goal 2. The Board approved said revisions at its June 21, 2018 meeting.

In an effort to achieve the approved SFWIB Strategic Goals Operational Plan, SFWIB staff held several meetings to develop operational initiatives that would assist in achieving the strategic goals. At the August 16, 2018 meeting, the SFWIB approved revisions to three of the strategies in the 2016-2020 Strategic Goals Operational Plan.

The current six strategic goals that will continue to influence future policy discussions and funding decisions for 2020-2024 as required by the WIOA Local Plan for Area 23 are:

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

The tool developed by SFWIB staff to track the six strategic goals is the Strategic Goal Operational Plan Monitoring Tool. The tool assists staff in tracking which strategies have

been utilized during the program year, addresses initiatives and strategies yet to be implemented, as well as, the overall progress in achieving the goals.

The established goals for the Board's four committees that drive strategic planning for the agency are as follows:

- **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 by focusing on the One Community One Goal identified seven targeted sectors. The council also focuses on the area'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

While concentrating on the local workforce development area 23 economic development agenda and aligned strategic targets, the council leverages and invests in talent, resources and projects to benefit and strengthen every workforce development area of the state.

- **Performance Council** is responsible for ensuring compliance with the federal common measures as well as to review and analyze Career Center, Youth and Refugee performance outcomes. This includes 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 local workforce development area'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 local workforce development area for workforce training programs and support services are used effectively and efficiently with the 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

To this end, the council preserves the integrity of the system and the public's confidence.

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 the OCOG is to provide Miami-Dade County with a roadmap for its economic, entrepreneurial and educational success aimed at growing jobs and creating long-term sustainable prosperity in the area.

A decidedly targeted strategy was put in place as a long term strategic plan 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 these 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 area.

The result of the collaboration is four detailed and comprehensive reports that provided critical analysis and insight for growing the area, and closing the skills gap. The collaboration also yielded seven targeted industries which were adopted by the Board in 2012. Since its inception, OCOG has benefited from the vision, enthusiasm and talents of broad spectrum of public and private sector leaders that continue to work to advance the goal of a thriving, inclusive and diverse community.

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

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CareerSource South Florida will build on its successful partnerships with all core program partners (including Vocational Rehabilitation, Blind Services, and Adult Education) to align resources to achieve the Board’s goals by developing and executing Memorandum 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 aviation apprenticeship program for aircraft technicians was developed in partnership with Miami Dade College (MDC) to ensure Commercial Jet was able to fulfil its current and future hiring needs.

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.

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

The Board's Strategic Goal 6 is "strong workforce 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) 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.
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The Board's Strategic Goal 3 is to "improve services for individuals with barriers", including individuals with disabilities. This goal will be achieved through:

- Working with the Vocational Rehabilitation and Blind Services program partners and other organizations with expertise in serving individuals with disabilities to seek advice on improving service access and service delivery in CareerSource Centers and all workforce programs
  - Through a mutual partnership, the Division of Blind Services, Department of Vocational Rehabilitation, will continue to support CSSF by providing technical assistance that ensures all visual Americans with Disabilities Act (ADA) equipment and software is up to date and meeting the needs of visually impaired customers
  - Career Advisor at the Division of Blind Services, Department of Vocational Rehabilitation, and the Department of Justice pre-release program partner with provider staff to develop job opportunities for their respective clients
  - Operating as Employer Network for the Social Security Administration's Ticket – to-Work 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
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- (5) Describe the process used to develop your area’s vision and goals, including a description of the participants in the process.
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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:

- A link was posted online and accessible to the public from CSSF homepage to invite the community to review and provide input for the 2020-2024 Local Plan. Information was also posted on social media (i.e., Facebook, LinkedIn, Twitter).
- A 30-day public comment period was instituted from December 31, 2019 to January 31, 2020. The public comment period was extended by a week to February 7, 2020 to allow additional time for the community to provide their comments on the plan. Email blasts were sent to the public informing them of the timeframe to submit their comments.
- The eleven public forums were held at strategically important locations in the community throughout Miami-Dade and Monroe counties:
  - Thursday, **January 23, 2020 from 2:00-4:00 pm** – CareerSource South Florida Headquarters
  - Friday, **January 24, 2020 from 2-4 pm** – Dr. Dorothy Bendross-Mindingall Social and Economic Institute
  - Tuesday, **January 28, 2020 from 2:00-4:00 pm** - Florida Blue Community Room
  - Wednesday, **January 29, 2020 from 3-5 pm** – Homeless Trust
  - Thursday, **January 30, 2020 from 3– 5 pm** – Sant La Haitian Neighborhood Center, Inc.
  - Friday, **January 31, 2020 from 2–4 pm** - Marathon Government Center
  - Tuesday, **February 4, 2020 from 2 – 4pm** – Department of Juvenile Justice
  - Thursday, **February 6, 2020 from 4-6 pm** – Venture Cafe Miami
  - Friday, **February 7, 2020 from 12-2 pm** - Oasis at Miami Gardens

- Monday, **February 10, 2020 from 12-2 pm** - The Harvey Government Center (Key West)
- Tuesday, **February 11, 2020 from 5-7 pm** – Mexican American Council Redland Homestead Housing Community Center
- 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 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 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” will increase “employment, earnings, credentials, and skill attainment” outcomes for targeted individuals with barriers.
- **Board Goal 4:** “Dedicated Commitment to Youth Participation” will emphasize career pathway partnerships to increase “employment, earnings, credentials, and skill attainment” outcomes for youth
- **Board Goal 5:** “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:** “Strong Workforce System Leadership” will support high performance outcomes in all six WIOA Performance Indicators through policy, funding, and oversight

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

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Measures	PY 2018-2019 Performance Goals
<b>Adults:</b>	
Employed 2nd Qtr After Exit	85.00
Median Wage 2nd Quarter After Exit	\$6,850
Employed 4th Qtr After Exit	82.50
Credential Attainment Rate	70.00
<b>Dislocated Workers:</b>	
Employed 2nd Qtr After Exit	85.00
Median Wage 2nd Quarter After Exit	\$7,500
Employed 4th Qtr After Exit	79.00
Credential Attainment Rate	73.00
<b>Youth:</b>	
Employed 2nd Qtr After Exit	76.00
Employed 4th Qtr After Exit	71.50
Credential Attainment Rate	75.20
<b>Wagner Peyser:</b>	
Employed 2nd Qtr After Exit	64.00
Median Wage 2nd Quarter After Exit	\$5,200
Employed 4th Qtr After Exit	66.00

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

.....

CareerSource 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 12 CareerSource centers throughout the local area. CSSF monitors the following measures:

Performance		
	Process Quality Measures	Standard
1	Training Completion Rate	70%
2	Training Completion Placement Rate	70%
3	Training Related Placements	70%
4	Number of Training Enrollments	1,279
5	CAP Participation Rate	50%
6	CAP Entered Employment Rate	40%
7	WP Entered Employment Rate	50%
8	WIOA Adult & Dislocated Worker EER	98%
9	Short-Term Veterans EER	50%
10	Employers Served	20,536
11	Employer Services (Level 1)	13,997
12	Jobs Openings Filled Rate	65%
13	Referral Job Skills Match Average	80%
Outcome Measures		
14	Employment (Obtained and Direct)	40,332
15	Employed 2nd Qtr After Exit	90%
16	Employed 4th Qtr After Exit	90%
	17 Average Days to Employment	145
	17a DJP Average Days to Employment	60
	17b Obtained Average Days to Employment	167
18	Employment/Job Placement Average Wage	\$14.58
19	Cost Per Placement	\$756.43
20	Net Economic Benefit	\$29,569.97
21	Return on the Investment	\$39.09

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

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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 who have become re-employed in "income maintenance" jobs may be served as long as the wage earned does not exceed 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:** Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, Temporary Assistance for Needy Families (TANF) and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers.
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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 area's Access Points workers who also provide workforce services.

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- (2) Coordination with Economic Development Activities:** Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located and promotes 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 13 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.
- CSSF has a designated staff that works with 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 28 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 area. 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:** 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)).
-

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.

<b>Quadrant Chart</b>	
<b>Category</b>	<b>Maximum Training Allocations</b>
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 Miami Dade/Employ Monroe (EMD/EM), One-Stop Service Tracking (OSST) and the CSSF Workforce Management System (WFMS) to avoid duplication of services. In addition, career staff is

required to interview the job seeker to find out what other services they are currently receiving. Outreach is then conducted with those institutions to coordinate strategies and services and to avoid any duplication of services.

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

- 
- (5) Coordination of Wagner-Peyser Services:** Describe plans and strategies for, and assurances concerning, maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services

provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(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 Miami Dade/ Employ Monroe (EMD/EM) system database. Employers have the capability to utilize EMD/EM to conduct a resume system search for qualified jobseekers; the Career Center staff can perform an EMD/EM 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 Local Workforce Development Area, One-Stop Operator 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 Local Workforce Development Area.

- 
- (6) Coordination of Adult Education and Literacy:** Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board 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)

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

limited to: completion rates, cost per participant, and hire rates within 180 days of completion.

CSSF has formal MOU's and informal partnerships with multiple campuses of Miami Dade College and the Miami Dade Public School System to address the needs for Adult literacy. Miami Dade College is the largest college in the United States with eight (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 eight (8) campuses, career centers are able to work specifically with an individual campus to build a stronger working relationship and provide seamless integration for the job seeker. As an authorized training vendor, career centers are able to certify a client as eligible and an issue a training voucher or ITA to for approved courses. Case Managers also assist clients who are not deemed eligible with obtaining training via other means or other funding sources.

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

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

CSSF partnered with the local Beacon Council, community leaders and elected officials to develop a roadmap to increase economic development. Based on that roadmap, the One Community One Goal initiative was launched. This plan offers strategic recommendations to foster an environment where significant job creation occurs with a focus on higher-paying jobs in targeted industries. These industries include Trade and Logistics, Banking &

Finance, Aviation, Technology, Life Science and Healthcare, Creative Design, Hospitality and Tourism. CSSF uses a myriad of services including but not limited to: On-the-Job Training (OJT), Customized Training (CT) and Paid Work Experience (PWE) to address the skills gaps of Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) recipients. This process is intended to assist participants in gaining skills to become gainfully employed and reducing TANF and SNAP dependence.

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- (8) Cooperative Agreements:** Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (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.
- 

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

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

In the area of veteran services, CareerSource has a formal partnership with the United Way that lead to the creation of a Mission United Program in Miami Dade County. Mission United seeks to coordinate and connect veterans to a network of support organizations as they

return home by creating a comprehensive approach that positively impacts the lives of veterans and their families. Mission United focuses on employment services, legal assistance, education, financial services, health and housing support.

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

## DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

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

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

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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 12 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.

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B. Identify any additional 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 Division of Blind Services, AARP, OIC of South Florida, the Early Learning Coalition, the Department of Vocational Rehabilitation, Gang Alternatives, Job Corps, 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

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- C. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners.
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CSSF currently has the following executed MOU's with one-stop partners, (see attached) and is in the process of executing the remainder of the required partners. The draft MOUs are also included.

### [Attachment\\_D\\_MOU](#)

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- (2) Customer Access:** Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.
- A.** Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).
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Services to individuals with disabilities are seamlessly integrated into the CSSF One-Stop/Career Center system and provided in accordance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA). All One-Stop facilities and mobile assistance units are ADA compliant. Each One-Stop/Career Center is equipped with assistive technology to facilitate the use of the resource room where job seekers can register for work in Employ-Miami Dade, complete assessments, job applications, and other employment related activities offered at the center. Jobseekers with disabilities are to receive equal access to programs and services as jobseekers without disabilities.

Per the CSSF Grievance procedures, the center's Equal Opportunity (EO) Officer is solely responsible for leading investigations on disability grievances and complaints of discrimination. The designated EO Officer and Disability Coordinator are responsible for:

- Providing new hires with instructions on how to access ADA training and resources online;
- Providing disability and diversity training to One-Stop/Career Center staff;
- Disseminating disability employment related resources;
- Coordinating for job seekers who self-disclose their disability to receive a reasonable accommodation such as a sign language interpreter;
- Conducting routine monitoring of the assistive technology equipment and software at the center; and
- Reporting observations associated with the functionality of the equipment to the SFWIB when encountered.

To ensure training needs are met in the One-Stop Operator centers, SFWIB informs staff of webinar training opportunities hosted by the ADA National Network and the Southeast ADA Center. In addition, SFWIB has collaborated with local agencies such as the Florida Alliance for Assistive Services and Technology (FAAST), Miami-Dade College A Comprehensive Center for Exceptional Student Services Model for Enhanced Employment Development (ACCESS MEED) Center, and Goodwill Industries who provided disability awareness trainings to the One-Stop Operator center staff to better serve individuals with disabilities. Training goals consist of: educate staff on ADA etiquette, i.e., using people first language; how to interact with individuals when they are accompanied by a service animal; working with employers to develop employment opportunities; and creating an inclusive environment.

All One-Stop/Career Center Disability Coordinators shall submit a monthly report to the SFWIB via the CSSF Intranet. The report requires that each center indicate their efforts towards assisting people with disabilities during the reporting month. Information to be included in the report are: reasonable accommodations provided to job seekers with disabilities; activities job seekers with disabilities were engaged in to increase employment and self-sufficiency; collaborations initiated to provide job seekers with opportunities to gain skills, services that address or eliminate barriers, and/or resources; and any disability related training completed.

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 individuals with disabilities is a major focus in this region due to the large number of jobseekers that fall into this category.

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

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- B.** 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 EMD/EM registration: Full EMD/EM registration requires the jobseeker to complete a full registration in Employ Miami Dade/Employ Monroe.
- d. Literacy, numeracy, and skills testing will be determined using an assessment approved by CSSF.

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

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

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

seeking assistance in filing a claim. Meaningful assistance means: (a) providing assistance on-site using staff who are well trained in Unemployment Compensation claims filing and the rights and responsibilities of claimants; or (b) providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable amount of time. Assistance must be made available to jobseekers that come into the centers for assistance in filing a Re-employment Assistance claim and to jobseekers that have been identified as having barriers to filing a claim without assistance, such as those individuals who have been identified as having limited English proficiency or disabilities.

- e. Performance, cost information: This is the provision of information in usable and understandable formats and languages about performance accountability measures, as well as any additional performance information relating to the center's delivery system.
- f. Supportive service information: Supportive service information reduces and/or eliminates barriers to employment by providing referrals to resources available through CSSF and/or in the community. These services include: transportation, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in authorized activities.

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

- a. Comprehensive assessment: Each jobseeker that is determined eligible for services shall receive comprehensive and specialized assessments of the skill levels and service needs of the jobseeker, which include diagnostic testing and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. This process is intended to assist participants in identifying strengths, transferable skills, interests, work values, and priorities. This objective assessment

process underlies the development of an employment plan, which serves as each participant's road map to services. This includes the participant's employment goals;

- b.** Individual Employment Plan: The development of an individualized employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services, or steps, for the participant to achieve the employment goals. This includes providing information on eligible providers of training services and career pathways to attain career objectives;
- c.** Prevocational Services (Employability Skills): Short-term prevocational services include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training. This includes internships and work experiences that are stepping stones to career pathways;
- d.** Out-of-Area Job Search: This service provides the jobseekers with out-of-area assistance and relocation assistance;
- e.** Internships/Work Experience: An internship, or work experience, may be within the private for profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by Fair Labor Standards Act, exists;
- f.** Workforce preparation: These are the activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training or employment;
- g.** Paid Work Experience (PWE); this is a career preparation activity in which students are at a worksite doing real work. Paid Work Experience is designed to expose students to careers and jobs, develop pre-

employment and work maturity skills and build occupation knowledge and technical skills. This activity facilitates active learning, exploration of interests, development of research and project based skills, development of teamwork skills, assists students with making connections between workplace duties and related coursework and provides students with training about potential workplace safety and other issues;

- h.** Financial literacy services: This is information such as the ability of the participant to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement home ownership, wealth building, or other savings goals. This service enables jobseekers to gain the ability to manage spending, including credit card debt, effectively. The Financial Literacy Services includes activities that address the financial literacy needs of non-English speaker, including providing the support through the development of distribution of multilingual financial literacy and education materials is required;
- i.** English language acquisition: If it is determined that the jobseeker needs the service, an appropriate referral shall be made; and
- j.** Support Services: CSSF's Contractors provide, coordinate, and pay for support services for jobseekers when a funding source so allows and shall only be authorized when the need has been identified; the program participant is in compliance with all program requirements; the participant will not be successful without this service(s); and no other funding is available to pay for such services. The provision of support services shall be managed in as cost efficient a manner as possible. Referrals shall be made as appropriate to available support services within the community when the funds are not available. These services are subject to funding availability in accordance with CSSF's established policies and procedures. Referrals shall be done through the WFMS system.

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- c. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).
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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 four (4) adult mobiles and one (1) 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 14 Access points in the local workforce area.

In partnership with two local universities, Florida Memorial University and St. Thomas University, CSSF has assumed the day-to-day operations of the university's career development offices. This partnership has allowed CSSF to have first-hand access to tomorrow's talent pipeline which CSSF believes will play a pivotal role in economic development activities in the local area. In partnership with the Talent Development Network, a conglomerate of six institutions of higher education and the Miami Dade County School system, CSSF assist the TDN network with placing college students into internships with local business. Often these interns are subsequently offered full-time employment after graduation.

CSSF has 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. Recently, CSSF began the creation of an automated tool that will provide real-time monitoring of 100% of all WIOA and Wagner Peyser applications. When fully functional the tool will provide alerts to the workforce board staff when erroneous information is entered into Employ Florida or when required steps are not completed. This will prevent the board from receiving findings on external monitoring's because the system will be intuitive to alert the board of any discrepancies prior to any monitoring taking place. This system will also allow for easier remote monitoring from the state board level

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

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

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

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- (3) Integration of Services:** Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).
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CareerSource South Florida utilizes an electronic data management system (EDMS), ATLAS (Automated Tracking, Linking and Archiving Solution), which supports all programs and manages all of our Career Center foot traffic and participant records. This system also gathers standard demographic information on all Jobseekers entering the Career Centers that sign in through the ATLAS system located in our resource room and lobby area. Veterans, WIOA, TAA, TANF, and SNAP program are identified by kiosk system. Once the jobseekers signs in, the system sends a notification to the designated staff member that the jobseeker is waiting to see them. Jobseekers are able to choose what assistance is needed. The ATLAS system is also our centralized data base for programmatic records retention. Customers participating in WIOA, Welfare Transition, TAA, SNAP E&T programs are able to scan documents using the ATLAS kiosk system.

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

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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 to be added to the list. 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 related materials is posted on the CSSF website.

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

Following release of the RFP, an offerors conference is held to provide prospective bidders their sole opportunity to request clarification regarding the RFP's programmatic specifications from CSSF's staff. All questions and answers from the offerors' 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 the Office of Continuous Improvement (OCI) staff. The scores of each bidder-agency is announced at the Public Review Forum. Bidder-agencies must pass due diligence and score above the 80-point traditional threshold in order to be 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.

#### [Attachment\\_E\\_Procurement Service Partners Procedures](#)

#### [Attachment\\_F\\_Service Provider Appeal Rules](#)

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

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All one-stop career centers and one-stop delivery systems must be evaluated and certified at least once every three years to determine: 1. effectiveness, and; 2. physical and programmatic accessibility in accordance with section 188, WIOA; and, 3. continuous improvement. Local boards shall conduct the evaluation (with the above exception) using the criteria established in this policy and any additional criteria adopted by the local board. The minimum required elements for certification are addressed below.

#### 1. Effectiveness

- A. In accordance with the guidance presented, CSSF has established a comprehensive career center for their LWDA. The center is appropriately

staffed and provides all of the required services in accordance with the administrative policy.

- B. CSSF has established Cost Allocation plans and approved Indirect Cost Rate proposal for all career centers.
- C. CSSF also maintains MOU's with all required partners and any additional partners that are providing services at a CSSF center.
- D. Jobseekers in the LWDA have always had the options of accessing CSSF services via our access points or any other internet connection. Now both employers and jobseekers have the option to access CSSF services through a mobile application via their smart phone.
- E. CSSF has always provided jobseekers and employers the opportunity to provide feedback or voice a complaint via their website. Additionally business services members utilize Sales Force to obtain feedback on employer satisfaction. Recently, CSSF launched a new initiative that provides each jobseeker with a more private opportunity to provide feedback on the services they receive. When a staff member enters a direct job placement into the system, a satisfaction survey is generated and automatically sent to the jobseeker. Once completed the survey is sent back to CSSF Headquarters where only a small number of staff have access to the data returned. At no time does or will a career center staff have access to the surveys submitted. CSSF uses this information to ensure jobseekers are treated appropriately and to ensure service providers are operating in accordance with 20 CFR 6510.1.

## 2. Physical and Programmatic Accessibility

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

- A. Assurance that each one-stop career center is compliant with the Americans with Disabilities Act (ADA). As previously stated all career centers and mobile units are ADA compliant.
- B. Establishment of a policy and procedure for providing reasonable accommodations for persons with disabilities consistent with DEO Guidance Paper AWI FG 04-042, March 6, 2008 or later revisions issued by DEO. CSSF has established reasonable accommodations procedures for individuals with disabilities.
- C. Demonstration that each one-stop career center has been reviewed or monitored by a third party for ADA compliance at least once every three years. As previously stated, CSSF career centers are tested by other partner agencies on an annual bases to ensure all accommodations are up to date.
- D. Establishment of a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language. CSSF has a procedure in which non-English speaking clients may request free language translation through a third party vendor.

### 3. Continuous Improvement

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

- A. Demonstration of compliance with all CareerSource Florida statewide branding, local branding, and national branding standards and practices. All CSSF related materials and such are in compliance with the CareerSource Florida brand.
- B. Demonstration of compliance with staff training and skills certification pursuant to Administrative Policy 92. All CSSF Staff are in compliance with the required training.

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

## DESCRIPTION OF PROGRAM SERVICES

- (1) System description:** Describe the local workforce development system. Identify programs included in the system and how the local board will work with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under [The Strengthening Career and Technical Education for the 21st Century Act \(Perkins V\)](#) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).

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CareerSource South Florida (CSSF) is a quasi-governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. CSSF, Workforce Development Area (WDA) 23, is one of 24 boards in the State of Florida and comprises the geographical area of Miami-Dade and Monroe Counties. CSSF is composed of representatives of local private business, educational institutions, economic development agencies, labor organizations, community-based organizations, state agencies, and other individuals deemed appropriate who are responsible for shaping the local workforce development system in accordance with federal and state law. The Board conducts its business in accord with federal and state laws, the Inter-local Agreement creating CSSF for WDA 23 of the State of Florida, the By-Laws of CSSF and its approved policies.

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

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

The following section details the various aspects of CSSF's center system and how they align with our demand-driven approach to workforce development. CSSF centers provide the following core program services and resources to all residents and businesses in Miami-Dade and Monroe counties:

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

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

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

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

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

- **Reemployment Services and Eligibility Assessment:**  
The RESEA requires one-on-one assessment interviews with customers (UC claimants). The assessment interview includes the following: sharing labor market information, developing an employability development plan, and assisting with job search and training referrals. The program’s goal is to shorten the duration of RESEA customers’ Unemployment Insurance (UI) claims and consequently the length of their unemployment.
- **Supplemental Nutrition Assistance Program (SNAP):**  
SNAP strives to meet the needs of participants in gaining skills, training, work and experience that will increase participants’ ability to obtain self-sufficiency. The State of Florida provides SNAP services to able-bodied adults (ages 18-49) without dependents (children). Department of Children and Families (DCF) staff determines which food stamp recipients must register for work and participate in SNAP. The DCF refers all mandatory SNAP participants to the Regional Workforce Board providers for program participation.

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

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

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

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

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 Florida Statutes (FS) 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:** Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificate or certifications) (WIOA §108(b)(3)).
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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 aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic and other policies that align 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 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 and recent data shows that the Professional and Business Service industry will see an 11.5% growth, which includes specific jobs such as Professional, Scientific, and Technical Services with a 14% growth and Enterprise Management with, and 11% growth.

According to the analysis, some key trends include:

- An increase in the Education and Health Care industry; to include a 19.6% increase in Ambulatory Health Care Services and a 14.5% increase in Health Care and Social Assistance.
- In the Leisure and Hospitality industry, Museums, Historical Sites, and Similar Institution will see a 15.5% increase in jobs.

- Social Assistance will see an 11% increase while State Government jobs will increase by 11%.
- Securities, Commodity Contracts, and Other Financial Investments and Related Activities will see the highest increase in the Local Workforce Area with a 20% increase over the next seven years.

Specific job titles that will see the biggest increase in opportunities include but not limited to Medical Assistants, Pharmacy Technicians, Software Developers, Database Administrators, Logisticians and Cargo and Freight Agents. These specific jobs also have a median wage rate higher than the area's targeted wage rate.

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						
Employment						
Rank	NAIC Code	NAIC Title	2019	2023	Growth	Percent Growth
1	523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities	9,029	10,835	1,806	20.0
2	621	Ambulatory Health Care Services	68,339	81,734	13,395	19.6
3	324	Petroleum and Coal Products Manufacturing	1,199	1,420	221	18.4
4	492	Couriers and Messengers	12,396	14,443	2,047	16.5
5	712	Museums, Historical Sites, and Similar Institution	1,613	1,863	250	15.5
6	624	Social Assistance	19,327	22,281	2,954	15.3
7	236	Construction of Buildings	13,068	15,064	1,996	15.3
8	443	Electronics and Appliance Stores	8,109	9,259	1,150	14.2
9	541	Professional, Scientific, and Technical Services	86,562	98,646	12,084	14.0
10	920	State Government	19,689	21,859	2,170	11.0
11	551	Management of Companies and Enterprises	10,643	11,814	1,171	11.0

12	611	Educational Services	36,479	40,460	3,981	10.9
13	454	Nonstore Retailers	6,330	7,010	680	10.7
14	562	Waste Management and Remediation Service	2,481	2,742	261	10.5
15	488	Support Activities for Transportation	23,656	26,143	2,487	10.5
16	531	Real Estate	24,024	26,460	2,436	10.1
17	622	Hospitals	50,882	55,859	4,977	9.8
18	493	Warehousing and Storage	3,651	4,005	354	9.7
19	721	Accommodation, including Hotels and Motels	38,132	41,815	3,683	9.7
20	446	Health and Personal Care Stores	13,931	15,259	1,328	9.5

\* Source DEO (Employment Projections Data) for dates 2019 through 2027

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.

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

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

### **Attachment\_G\_\_Infrastructure Funding Agreements**

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- A.** Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used).
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Selected industries are chosen based on labor market information that projects the expected job growth in the local area and local employer demand.

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- B.** Describe how sector strategies are founded on a shared/regional vision.
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CSSF Sector strategies are in line with the Beacon Council's One Community, One Goal initiative that is a shared initiative between local communities, business and educational institutions.

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

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

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

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

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

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

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

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CSSF measures the success of sector strategies in various ways. One way is by monitoring the current needs of businesses within that sector. When businesses have fewer vacancies and are satisfied with the skilled workers that are being produced as a result of the workforce board's efforts, then the strategy is successful. Also by constant monitoring of the feedback loop, CSSF is able to make improvements and ensure that sustainment of a successful strategy.

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**(6) In-demand training:** Describe how the local board ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(G)(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
- Technology
- Banking & Finance
- Life Science & Healthcare; and
- Trade & Logistic.

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

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

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

These services are designed to anticipate and best meet the needs of individual businesses and various partners throughout the Area. The utmost importance is placed on the need for a transparent, consistent, and streamlined method of

service delivery. Services and incentives are implemented within CSSF and delivered through designated Service Providers.

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

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

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

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

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

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.

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

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

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

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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:** Describe how training services are provided, including, how contracts for training services are to be used, and how such contracts are 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 has 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 three (3) 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%
- Postsecondary Credential Attainment Rate – 70%
- Economic Benefit Per Placement – 70%

Additionally, two of the three aforementioned performance standards must be Placement after Training and Postsecondary Credential Attainment Rate.

Training programs neither meeting nor exceeding the minimum requirement will be removed from the list of CSSF approved offerings. 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.

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

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CareerSource center associates are trained to provide an array of services to job seekers with the desired outcome of employment. The pathway to employment for each job seeker may vary depending upon an individual's unique circumstances/barriers, thus choices exist for each job seeker. In many cases the job seeker may be confused or uncertain as how to search for employment, complete an employment application, nor understand the employment/training opportunities available, etc. Career Center associates are available to assist all job seekers regarding career counseling, assessments (skills/interest), labor market information, referrals to appropriate employers with job openings, and training opportunities.

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

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

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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 a 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 ITAs.

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.

[\*\*Attachment\\_H\\_Individual Training Account Policy\*\*](#)

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- (12) Microenterprise and Entrepreneurial Training:** Describe mechanisms that are currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where

appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) WIOA §108(b)(5)).

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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.

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

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.

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

.....

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

- Employed Worker Training (EWT); Training for an employer for their current staff in order to improve the quality of their workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage

(as set forth in CSSF's Policy for EWT) of the total training cost for workers that successfully complete training.

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

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

- CSSF is an integral partner in the infrastructure of the local community. Our relationships with our community partners support the overall foundation of workforce services within our local workforce region. Our Tech-Hire Bootcamp Program allows youth between the ages of 15 and 22 to gain invaluable training in the emerging technology industry while at the same time preparing them for an internship that will

allow them to put the skills they've learned into practice. Not only does this program engage and develop students, but it also creates a synergy with the local industry technology based businesses that creates a pathway to significant employment opportunities. In partnership with our local Beacon Council, local businesses are exposed to the quality programs we provide for our youth and the local community.

- Our partnership with Miami Dade County Public Schools allows CSSF to provide a Summer Youth Internship Program to engage students in gaining valuable work experience to practice hands on real world work experience. This program is a collaborative effort to increase the opportunities for future employment opportunities that lead to self-sufficiency.
- CSSF in partnership with the National Flight Academy gives students ages 15 to 18 the opportunity to be exposed to Science, Technology, Engineering and Mathematics (STEM) in an aviation themed environment. The curriculum is a week long program that gives youth from the region an educational experience that would not normally be afforded to them without the assistance of the Local Workforce Development Board.
- Our Summer Youth Employment Programs provide a community resource for youth ages 15-18 to obtain extensive work experience while enhancing their work readiness skills. The program creates a bridge between the youth we engage and the community and businesses we serve.

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**(15) Service Provider Continuous Improvement:** Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and jobseekers (WIOA §108(b)(6)(A)).

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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 and issue management decision letters, in compliance with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and follow-up on all questioned costs identified by the external auditors, 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 service Partner compliance with program / service requirements as outlined in applicable legislation, contract provisions and CSSF policies and procedures; perform performance measures reviews, conducts 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 service 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 partners are accepted or rejected. If rejected, service partners 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 three of the Board's established performance measures, two of which must be the Placement after Training and Postsecondary Credential Attainment Rate; currently, the performance measures are as follows:

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

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

OCI Quality Assurance Unit conducts the annual performance review and reports the results to the Executive Director, who in turn presents the results to CSSF's Board of Directors. Moreover, a program(s) not on the local area's Targeted Occupations List or determined by the Board to not merit receipt of Individual Training Accounts funds are removed from the approved list.

Continuous education and training of eligible service partners is made available through quarterly monitoring and trainings. CSSF's Programs Training Unit provides competency based and non-competency based trainings, 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 partners 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 partners each year. Workshops are coordinated and conducted by CSSF's staff. Performance Improvement Team 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 partners for implementation and execution. The DEO's trainers also provide spring and fall trainings to staff and service Partners, to ensure compliance with policies and procedures.

Additionally, CSSF measures the effectiveness of business and job seeker services using its locally developed tools/reports, which are reviewed on a daily basis, by program/DEO staff to ensure completeness, accuracy, and effective follow-ups. The following a description of the information contained in the tools/reports:

- Incomplete Registration Report (list incomplete items and fields)
- Referral to Placement Report (list the job seeker referrals to the businesses)
- Job Order Management Report (list the job orders)
- Soft Exit Report (list follow-up services).

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

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

CSSF measures general customer satisfaction by implementing and providing customers with a survey at the time services are completed on a random sample basis. The information gathered from the surveys helps CSSF to best understand the needs and strategic goals of the clients and agencies. In addition, CSSF also sends a survey to every jobseeker that has been recorded in EMD/EM as having been placed into employment with the assistance of CSSF to evaluate the services received and to ensure the validity of the placements.

[Attachment\\_H\\_Individual Training Account Policy](#)

[Attachment\\_I\\_Survey Sample](#)

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

.....

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

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

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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 9<sup>th</sup> 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 9<sup>th</sup> 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).

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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

**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



## **2020-24 WIOA LOCAL PLAN ATTACHMENTS**

ATTACHMENT A

**SFWIB INTERLOCAL AGREEMENT**

**&**

**SFWIB BY-LAWS**

## MEMORANDUM

Agenda Item No. 10(A)(1)

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

**DATE:** February 5, 2013

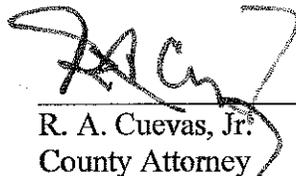
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**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

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**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

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**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



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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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> 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", written over a horizontal line.

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

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

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

- 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

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<sup>1</sup> 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

WFO \_\_\_\_\_

# Memorandum



**Date:** March 7, 2006

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

**From:** George M. Parness  
County Manager 

**Subject:** South Florida Workforce Review and Restructuring

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

## Recommendation

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

## Background

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

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

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

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

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

**Role of South Florida Workforce Board**

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

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

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

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

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

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

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

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

The current members of the SFETC Board are:

<b>South Florida Employment and Training Consortium</b>		
<b><u>Municipality</u></b>	<b><u>Member</u></b>	<b><u>Representatives (Intergovernmental Liaison Officers)</u></b>
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 Commissioners 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



Curtis Austin, President

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

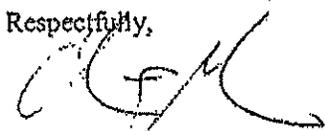
Workforce Florida, Inc. is a 501(c)(3) non-profit organization. For more information, please contact us at (305) 441-1100.

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, 29<sup>th</sup> Floor  
Miami, FL 22128

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

Dear Mayor Alvarez and Mayor McCoy:

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

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

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

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

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

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

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

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

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

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

Sincerely,



Curtis C. Austin

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

# Workforce Florida, Inc.

*Katherine Wilson, Chairman  
Curtis Austin, President*

February 20, 2006

The Honorable Carlos Alvarez, Mayor  
Miami-Dade County  
111 N.W. 1<sup>st</sup> 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 SECTOR: 23  
 TOTAL OTHER SECTORS: 21

**\* PENDING FINAL CONFIRMATION**

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

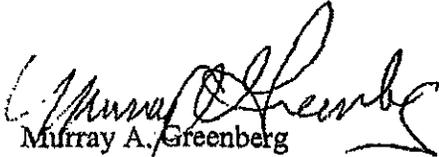


# MEMORANDUM

(Revised)

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

**DATE:** March 7, 2006

**FROM:**   
Murray A. Greenberg  
County Attorney

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

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 12(A)(5)

03-07-06

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

PST

By: \_\_\_\_\_  
Deputy Clerk

Peter S. Tell

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MIAMI-DADE COUNTY

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MONROE COUNTY

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_, Deputy Clerk

BY \_\_\_\_\_

Mayor

\_\_\_\_\_

Date

**RENEWAL, EXTENSION AND SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT  
CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR  
WORKFORCE AREA 23 OF THE STATE OF FLORIDA**

WHEREAS, on March 7, 2006, the Miami-Dade County Board of County Commissioners ("Board") approved an Interlocal Agreement Between Miami-Dade County and Monroe County Creating the South Florida Workforce Investment Board for Region 23 of the State of Florida and the parties thereto subsequently executed such agreement; and

WHEREAS, on February 2, 2013, the Board approved an Amendment to the Interlocal Agreement Creating the South Florida Workforce Investment Board for Region 23 of the State of Florida that, among other things, extended the operation of the South Florida Workforce Investment Board for Region 23 of the State of Florida until June 30, 2016 and the parties thereto subsequently executed such amended agreement ("Interlocal Agreement"); and

WHEREAS, other amendments, including an additional extension of the Interlocal Agreement to June 30, 2019, are needed,

NOW, THEREFORE, based on valuable consideration, this Renewal, Extension and Second Amendment to the 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, on August 17, 2016 (date) the parties hereto agree as follows<sup>1</sup>:

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<sup>1</sup> Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed.

1. In accordance with the Workforce Innovation and Opportunity Act of 2014, all references to "Region 23" are hereby stricken and replaced with "Area 23."

2. In accordance with the Workforce Innovation and Opportunity Act of 2014, all references to the "Workforce Investment Act of 1998" or "Workforce Investment" are hereby stricken and replaced with a reference to "Workforce Innovation and Opportunity Act of 2014."

3. In accordance with the Workforce Innovation and Opportunity Act of 2014, all references to "Local Workforce Investment Board for Region 23 of the State of Florida" are hereby stricken and replaced with "Local Workforce Development Board for Workforce Area 23 of the State of Florida."

4. In accordance with the Workforce Innovation and Opportunity Act of 2014, all references to "Local Workforce Investment Boards" are hereby stricken and replaced with "Local Workforce Development Boards"

5. In accordance with the Regional Workforce Board Accountability Act of 2012, all references to "Workforce Florida, Inc.," are hereby stricken and replaced with "CareerSource Florida."

6. Paragraph No. 6 of the Interlocal Agreement 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, ~~[[2016]]~~>>2020<<. Both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioner 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. This Second Amendment to the Interlocal Agreement Creating the South Florida Workforce Investment Board for Workforce Area 23 of the State of Florida became effective retroactively as of July 1, 2016.

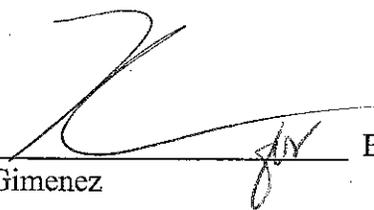
8. Other than those provisions amended hereby, the remaining unchanged provisions of the Interlocal Agreement are in effect and remain unchanged.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have executed this Renewal, Extension and Second Amendment to Interlocal Agreement Creating the South Florida Workforce Investment Board of Workforce Area 23 of the State of Florida as of the date first written above.

MIAMI-DADE COUNTY

MONROE COUNTY

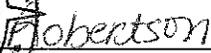
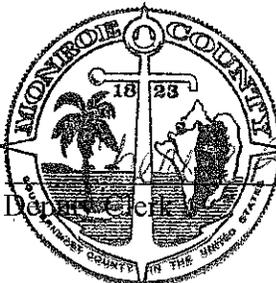
By:   
Carlos A. Gimenez  
Mayor

By:   
Heather Carruthers  
Mayor

ATTEST

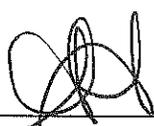
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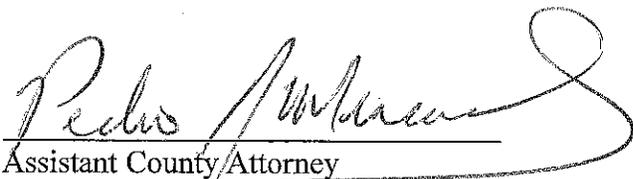
By:   
Deputy Clerk  


By:   
Deputy Clerk  
  
10-21-10

Approved for form and legal sufficiency

Approved for form and legal sufficiency

By:   
Assistant County Attorney

By:   
Assistant County Attorney

# **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, 10<sup>th</sup> 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, 10<sup>th</sup> 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.**

ATTACHMENT B

**BOARD ROSTER & MEETING MINUTES**





## AREA(S) OF REPRESENTATION CODES

BU – Business

WOLO – Workforce-Labor Organization

WOJ – Workforce-Joint labor-management Apprenticeship Program

WOD – Workforce-Community-based Organizations representing Individuals with Disabilities (optional)

WOV – Workforce-Community-based Organizations representing Veterans (optional)

WOY – Workforce-Community-based Organizations representing Youth (optional)

ETPA – Education and Training Provider-Adult Education and Literacy

ETPC – Education and Training Provider-Institution of Higher Education

ETPO – Education and Training Provider-Other Providers (optional)

GRED – Government Representative-Economic Development

GRES – Government Representative-Employment Service

GRVRD – Government Representative-Vocational Rehabilitation

GRO – Government Representative-Other (optional)

OTHER – Other (please specific group/program being represented) (optional)

## DEMOGRAPHICS CODES

### **GENDER CODES**

M – Male

F – Female

### **RACE/ETHNIC CODES**

W – White (not Hispanic)

B – Black/African American (not Hispanic)

W/H – White and Hispanic

B/H – Black and Hispanic

O – Other

### **OTHER CODES**

D – Disabled individual

OI – Older individual

V – Veteran



**SFWIB GLOBAL TALENT AND COMPETITIVENESS COUNCIL**

**AGENDA ITEM NUMBER: D**

**DATE: April 16, 2020 at 8:00AM**

**AGENDA ITEM SUBJECT: MEETING MINUTES**

February 20, 2020 at 8:30 A.M.  
 Doubletree Hotel – Convention Center  
 711 N.W 72<sup>nd</sup> Avenue  
 Miami, FL 33126

<b>COMMITTEE MEMBERS IN ATTENDANCE</b>	<b>SFWIB STAFF</b>	<b>OTHER ATTENDEES (AUDIENCE)</b>
1. Ferradaz, Gilda– <i>Chairwoman</i> 2. del Valle, Juan Carlos, Vice-Chairman 3. Brown, Clarence 4. Ludwig, Philipp 5. Roth, Thomas 6. Russo, Monica 7. West, Alvin	Beasley, Rick Kaveheresi, Cheri Smith, Robert	Canales, Dequasia - <i>1199 Service Employees International Union (SEIU) United Healthcare Workers East</i>  Ruiz, Maria – <i>City of Miami Beach</i> ... - <i>City of Miami Beach</i>  Connecticut School of Broadcasting – Pembroke Pines Office
<b>COMMITTEE MEMBERS NOT IN ATTENDANCE</b>  8. Brecheisen, Bruce 9. Piedra, Obdulio 10. Gazitua, Luis		Perez, Christopher – The Academy

Agenda items are displayed in the order they were discussed.

**1. Call to Order**

Global Talent & Competitiveness Council Chairwoman, Gilda Ferradaz called the meeting to order at 8:42am and asked all those present to introduce themselves. She noted that a quorum had not been achieved.

**2. Approval of Meeting Minutes of September 5, 2019, October 17, 2019 and December 12, 2019**

Mr. Philipp Ludwig moved the approval of September 5, 2019 and October 17, 2019 and December 12, 2019 meeting minutes. Motion seconded by Mr. Juan Carlos del Valle; **Motion Passed Unanimously**

**3. Recommendation as to Approval to Allocate Funds for the DCF WAR Reduce the Number of Families in Crisis Initiative**

**[Chairwoman Gilda Ferradaz recused herself from the discussion of this item and requested Vice-Chairman Juan Carlos del Valle to continue with the meeting. She stepped out of the meeting room. Chairman del Valle resumed with the meeting]**

GTC Vice-Chairman del Valle introduced the item and SFWIB Adults Program Supervisor Robert Smith further presented.

Ms. Monica Russo moved the approval to allocate funds for the FDCF WAR reduce the number of families in crisis initiative. Motion seconded by Mr. Philipp Ludwig; **Motion Passed Unanimously**

**[Chairwoman Ferradaz returned to the meeting room]**

**4. Recommendations as to Approval to Allocate Funds to City of Miami Beach for the Homeless Employment Initiative Program**

GTC Council Chairwoman Ferradaz introduced.

**[Mr. Alvin West arrived]**

Mr. Juan Carlos del Valle moved the approval to allocate funds to City of Miami Beach for the Homeless Employment Initiative Program. Motion seconded by Vice-Chairman Philipp Ludwig; **Further Discussion:**

Mr. Smith presented the item and representative of City of Miami Beach appeared before the Council and further presented.

Chairwoman Ferradaz commended City Miami Beach's efforts to have services that are more cohesive.

Mr. Roth requested more information on this initiative and the representative explained.

Mr. Roth inquired about the office location and the representative responded that the office is adjacent to Miami Beach City Hall. However, they will be relocating soon. He asked whether if services offered at the main office. She noted they are the "only walk-in center for homeless individuals in Miami-Dade County." He later inquired about the current data for homeless population in Miami Beach.

Mr. West inquired about current partnership and the representative explained that the agency contracts with Miami Rescue Mission, Camillus House, and Salvation Army. She provided further details.

**Motion Passed by Unanimous Consent**

**5. Recommendations at to Approval to Allocate Funds to Monroe County for an Employed Worker Training Initiative**

Chairwoman Gilda Ferradaz introduced the item and SFWIB Policy Manager Cheri Kavehersi further presented.

Mr. Thomas Roth moved the approval to allocate funds to City of Miami Beach for an Employed Worker Training Initiative. Motion seconded by Mr. Philipp Ludwig; **Further Discussion:**

Mr. Ludwig asked whether if this initiative for current employees of Monroe County Sherriff's office. Ms. Kavehersi responded, "Yes ". She provided further details.

Chairwoman Ferradaz verified whether if the College is the entity providing the actual training. Ms. Kavehersi confirmed.

**Motion Passed by Unanimous Consent**

**6. Recommendations at to Approval of New Training Providers and Programs and New Programs for an Existing Training Provider**

Chairwoman Ferradaz introduced the item and Ms. Kavehersi further explained.

Vice-Chairman del Valle moved the approval of new training providers and programs and new programs for an existing training provider. Motion seconded by Mr. Philipp Ludwig;

Mr. Roth asked whether if the Academy consistently maintained its program status. Ms. Kavehersi provided details. Ms. Kavehersi explained that status has been maintained consistently. Mr. Roth inquired whether if the request consisted of new programs. Ms. Kavehersi explained. Representative from the Academy appeared before the Council and provided details.

Mr. Roth inquired about the Occupation Architect and the representative further explained. Mr. Roth further inquired about training and the representative provided details.

Vic-Chairman del Valle asked how many actually stay in Florida after program completion. The representative responded around 90%.

Mr. West inquired about the total population and the representative noted a total of 75 students for Code Academy, and 150 students at the Miami campus and 75 students at the Ft. Lauderdale campus.

Mr. Roth inquired about the approved occupations (targeted industries). Ms. Kavehersi explained they all fall under the high growth/ high wage category. She provided additional details on those that fall under high growth/low wage categories.

Mr. West inquired about the gender and the representative explained.

Mr. Roth inquired about the new applicants and a representative of that school appeared before the Council and presented.

Chairwoman Ferradaz asked whether if there is a campus located in Miami-Dade County. The representative responded in Pembroke Pines. Mr. Roth inquired about current impact to Region 23 and Executive Director Rick Beasley further explained.

There was continued discussion.

**Motion Passed Unanimously**

**7. Recommendations at to Approval of the 2020-2024 WIOA Local Workforce Plan**

Chairwoman Ferradaz introduced the item and Mr. Smith further presented.

Mr. Ludwig inquired about access points. Mr. Smith further explained.

Mr. West inquired about current breakdown by communities. Ms. Smith responded that more information would be provided at a later date.

There was continued discussion.

There being no further business to come before the Council, meeting adjourned at 9:32am.

ATTACHMENT C

**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

#### **Edison Courts Re- Employment center**

325 NW 62 Street  
Miami, FL 33150

#### **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

#### **Hialeah Downtown center**

240 E 1 Avenue, Suite 222  
Hialeah, FL 33010

#### **Little Havana center**

5040 NW 7 Street  
Suite 200  
Miami, FL 33126

#### **Perrine center**

9555 SW 175 Terrace  
Palmetto Bay, FL 33157

#### **Homestead center**

28951 S. Dixie Highway  
Homestead, FL 33033

#### **Miami Beach center**

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

#### **West Dade center**

8485 Bird Road, 2nd Floor  
Miami, FL 33155

#### **Northside center**

7900 NW 27 Avenue  
Suite 200  
Miami, FL 33147

## 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

### **Homestead Branch Library**

700 North Homestead  
Boulevard  
Homestead, FL 33030

### **Open Arms Community Center Corp.**

5556 SW 8th Street  
Coral Gables, FL 33144

### **Camillus House**

1603 NW 7 Ave,  
Miami, FL 33136

### **Hispanic Branch Library**

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

### **Trinity Church, Inc.**

17801 NW 2nd Avenue  
Miami, FL 33169

### **Centro Campesino Farm Worker Center**

35801 SW 186 Ave,  
Florida City, FL 331034

### **Kendale Lakes Branch Library**

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

### **United Way Center for Financial Stability**

11500 NW 12 Ave,  
Miami, FL 33168

### **Florida Education Institute, Inc.**

5818 SW 8th Street  
Miami, FL 33144

### **Miami Beach Regional Library**

227 22nd Street  
Miami Beach, FL 33139

### **West Dade Regional Library**

9445 Coral Way  
Miami, FL 33165

### **Haitian Neighborhood Center Sant La, Inc.**

13390 West Dixie Hwy  
North Miami, FL 33161

### **North Dade Regional Library**

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

## 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,  
Suite 307-308  
Key West, FL 33040

ATTACHMENT D

**MEMORANDUMS OF UNDERSTANDING  
(MOUs)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
THE URBAN LEAGUE OF PALM BEACH COUNTY, INC.**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), the Urban League of Palm Beach County Inc. hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, the Partner is a non-profit, organization that sponsors and promotes self-reliance programs in education, housing, health, and economic development and is committed to improving the quality of life for all residents in the community. The Partner also provides employment services for older workers; ages 55 and over. This Senior Community Service Employment Program (SCSEP) is funded under the Older Americans Act (OAA), Title V.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the

structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

#### **I. SCOPE OF WORK**

The Partner 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 Partner 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.

#### **II. COST SHARING**

Cost sharing is only applicable for Partner 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 Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

#### **III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2022**, unless earlier terminated as provided below.

#### **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

**V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

**VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For The Urban League of Palm Beach County, Inc.:**

Patrick Franklin, CEO  
The Urban League of Palm Beach County, Inc.  
1700 N. Australian Avenue  
West Palm Beach, Florida 33407

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the

Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

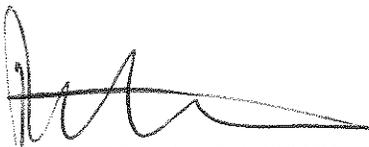
**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

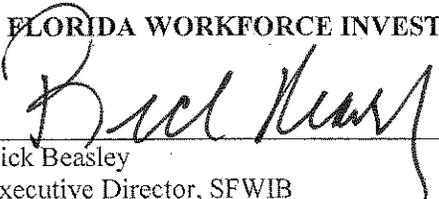
AUTHORIZED SIGNATURES FOR: **The Urban League of Palm Beach County, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-15-00**

1a.   
\_\_\_\_\_  
Signature of Authorized Representative  
  
7/31/19  
\_\_\_\_\_  
Date

2a. **Patrick Franklin**  
\_\_\_\_\_  
Typed Name of Authorized Representative

3a. **CEO**  
\_\_\_\_\_  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:   
\_\_\_\_\_  
Rick Beasley  
Executive Director, SFWIB

Date 8/19/19

**PY'19-20**  
**SCOPE OF WORK**  
**THE URBAN LEAGUE OF PALM BEACH COUNTY, INC.**

The collaboration between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the "**SFWIB**" or "**CSSF**"), and **The Urban League of Palm Beach County, Inc.** (hereinafter "**ULPBC**", "**Partner**", or "**Agency**") seeks to provide employment, training, mentoring and human capacity building to senior participants through the Senior Community Service Employment Program (SCSEP). Through the SFWIB's CareerSource centers, **ULPBC** is to create, maintain and promote a "CareerSource center delivery system" arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that employment services are made available and **ULPBC** shall provide employment, training, mentoring and support services to senior participants, referred by the SFWIB, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Continue to ensure that agreed upon procedures as set forth in **Attachment 1, Referral Procedures** are distributed to **Agency** staff.
- Continue to promote and train CareerSource center management/staff as to the advantages, curriculum and support that SCSEP provides to senior participants.
- Continue to promote SCSEP to the **SFWIB's** CareerSource centers' senior participants seeking employment.
- Continue to inform CareerSource center staff when the **SFWIB's** participants transition from/leave subsidized employment and enter unsubsidized employment.

**B. ULPBC shall:**

- Continue to ensure that agreed upon procedures as set forth in **Attachment 1, Referral Procedures** are distributed to the CareerSource center operators.
- Continue to ensure that CareerSource center operators refer to **ULPBC**, appropriate senior participants seeking work opportunities or work experience through the CareerSource centers'.
- Continue to ensure that CareerSource center operators provide **ULPBC**, senior participants an array of employment services that would be beneficial to the participants seeking unsubsidized employment.
- Continue to ensure that CareerSource center operators inform **ULPBC** when SCSEP participants gain unsubsidized employment.

**REFERRAL PROCEDURES  
FOR PARTNERS OUTSIDE THE CAREER CENTER**

The "Universal Referral Form" as set forth in **Attachment 1-A** has been designed to be used by South Florida Workforce Investment Board (SFWIB) Partners for referrals. This referral form is designed to be utilized by SFWIB Partners outside the Career Centers and by SFWIB Career Center staff to partners/organizations that will assist SFWIB participants.

- This form is for referral purposes only and **not** for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized **only** when a relationship has been established through an MOU between SFWIB and the Agency/Partner.
- The form is to be used electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a **blind** referral. A **blind** referral is when a person is given a copy of the form and no contact is established with the Agency/Career Center participant is being referred to. Contact must be established with the prospective Agency/Career Centers prior to issuing referral.
- Always use an individual's name (whether a Partner's staff name or a SFWIB Career Center's staff name) on the form when transmitting this Universal Referral Form.



## UNIVERSAL REFERRAL FORM

<b>SECTION A: GENERAL PARTICIPANT INFORMATION</b>			
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:	
<b>SECTION B: REFERRED FROM</b>			
Case Mgr. Name:		Date:	
Agency:		Tel.#:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
<b>SECTION C: PARTICIPANT EMPLOYMENT INFORMATION</b>			
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:			
<b>SECTION D: REFERRED TO</b>			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
<b>SECTION E: RESULTS - Complete and Return to Originator in Section B</b>			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

*Referring Agency:*

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

**PY'19-20  
COST SHARING  
THE URBAN LEAGUE OF PALM BEACH COUNTY, INC.**

Cost Sharing is not applicable for partners who do not have personnel stationed at one or more CareerSource centers.

**The Urban League of Palm Beach County, Inc. ("ULPBC")** does not have personnel stationed at one or more CareerSource Centers.

As part of this Agreement, **ULPBC** agrees to collaborate with the SFWIB to explore the potential of stationing staff at one or more Career Centers. When an agreement is reached, a modification to this MOU shall be necessary.

**INTENTIONALLY LEFT BLANK**

**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).

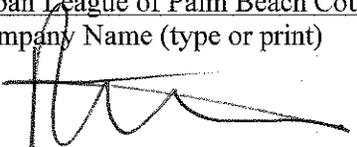
By signing this agreement, the **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services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

Urban League of Palm Beach County, Inc.

Company Name (type or print)

  
\_\_\_\_\_  
Authorized Representative signature

7/31/15  
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: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

### 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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

### 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 CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

**Participant's Name:** \_\_\_\_\_ **Last four digits of SSN:** \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

**This authorization expires on:** \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

### 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: \_\_\_\_\_

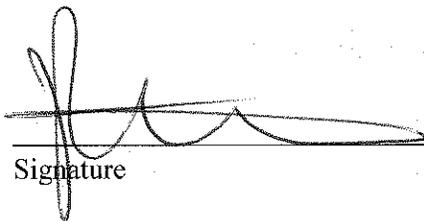
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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.

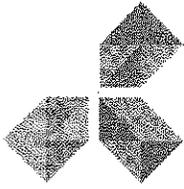
By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

 \_\_\_\_\_  
Signature

8/6/19  
\_\_\_\_\_ Date

**Patrick Franklin**  
\_\_\_\_\_  
Name and Title of Authorized Representative

**Urban League of Palm Beach County, Inc.**  
\_\_\_\_\_  
Name of Organization



CareerSource  
SOUTH FLORIDA

careersourcesfl.com

July 23, 2019

Mr. Patrick Franklin, CEO  
The Urban League of Palm Beach County, Inc.  
1700 N. Australian Avenue  
West Palm Beach, Florida 33407

Subject: **Memorandum of Understanding (MOU)**

Dear Mr. Franklin:

Attached please find three (3) copies of the **PY'19-20 Memorandum of Understanding** between the **South Florida Workforce Investment Board (SFWIB)** and **The Urban League of Palm Beach County, Inc.** pertaining to the Senior Community Service Employment Program (SCSEP).

Please sign and date all three (3) documents and return to the attention of Roxanne Soto, Contracts Administrator. Once the documents are executed, we will return one (1) original to you. Should you have any questions, please contact Ms. Soto at (305) 929-1581.

Sincerely,

Rick Beasley  
Executive Director  
South Florida Workforce Investment Board  
d/b/a CareerSource South Florida

*Attachment*

Pc: David Gilbert, Adult Program Manager, SFWIB/CSSF  
Robert Smith, Adult Program Supervisor, SFWIB/CSSF  
Roxanne Soto, Contracts Administrator, SFWIB/CSSF  
Central File, SFWIB/CSSF

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
OIC OF SOUTH FLORIDA, INC.**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), OIC of South Florida, Inc. referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act; and

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), 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 which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area; and

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs; and

**WHEREAS**, the Partner seeks to provide employment, training, mentoring and human capacity building to adult ex-offenders through the Reintegration of Ex-Offenders (RExO) program; and

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and state; and

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system; and

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300); and

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) promoting improvement in the structure and delivery of services; (d) increasing the prosperity of workers and employers; and (e) 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;

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. COST SHARING AGREEMENT**

The Partner has personnel stationed at the **Northside CareerSource center**. The applicable cost sharing provisions are set forth in the **Cost Sharing Agreement, Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein.

Any modifications to the **Cost Sharing Agreement, Exhibit B**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

**III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

**V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

**VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For OIC of South Florida, Inc.:**

Newton Sanon, CEO  
OIC of South Florida, Inc.  
3407 N.W. 9<sup>th</sup> Avenue, Suite 100  
Oakland Park, Florida 33309

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB.

Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate **"a proud partner of the American Job Center network"** on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include **"a proud partner of the American Job Center network"** identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

Notwithstanding any other provision contained herein, the Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

#### **XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

#### **XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **OIC of South Florida, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-09-00**

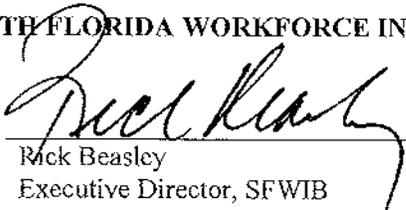
1a.   
Signature of Authorized Representative

1/23/20  
Date

2a. Newton Sanon  
Typed Name of Authorized Representative

3a. President  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

*RW* BY:   
Rick Beasley  
Executive Director, SFWIB

2/6/2020  
Date

**PY'19-20  
SCOPE OF WORK  
OIC OF SOUTH FLORIDA, INC.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **OIC of South Florida, Inc.** (hereinafter “**OIC**”, “**Partner**”, or “**Agency**”) seeks to provide employment, training, mentoring and human capacity building to adult ex-offenders through the Reintegration of Ex-Offenders (RExO) program. Through the SFWIB’s CareerSource centers, **OIC** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that employment services are made available and **OIC** shall provide employment, training, mentoring and support services to adult ex-offender participants, referred by the SFWIB, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Continue to ensure that the Northside CareerSource center operator works to register individuals before referring ex-offenders using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Continue to ensure that the Northside CareerSource center operator provides ex-offenders access to the following: assessment, career planning, Individual Training Accounts, On-the-Job Training, employers, and supportive services in order to help ex-offenders overcome barriers to training or employment.
- Continue to ensure that the Northside CareerSource center operator provides documentation and follow-up on the status of ex-offenders referred to OIC, as requested.
- Continue to ensure that CareerSource center operators work to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information
  - Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **OIC** by the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

**B. OIC shall:**

- Continue to provide **188** planned enrollments per year, in which a projected **136** per year will be placed into employment.
- Continue to provide RExO services at the Northside CareerSource center.
- Continue to provide pre-release and post-release case management, assessment, pre-employment skills training, remedial education, job placement and mentoring.
- Continue to refer ex-offenders to other services, but not limited to, adult basic education, vocational skills training, and supportive services referrals, including substance abuse and mental health services.
- Continue to monitor, track services and outcomes of ex-offenders.
- Continue to serve the following geographical communities within Miami-Dade County: Brownsville, Gladeview, Golden Glades, Hialeah, Miami, Miami Gardens, North Miami, Opa-Locka, Pinewood, West Little River, and Westview that include the following target zip codes: 33010, 33012, 33013, 33014, 33015, 33054, 33055, 33056, 33101, 33125, 33126, 33127, 33128, 33130, 33134, 33135, 33136, 33137, 33138, 33142, 33145, 33147, 33150, 33160, 33161, 33162, 33167, 33168, 33169, and 33181.
- Continue to provide the Northside CareerSource center operator flyers, pamphlets, and/or brochures regarding the OIC's RExO program for display.
- Continue to document and follow-up on the status of the ex-offenders referred by Northside CareerSource center staff, as requested.
- Continue to ensure that CareerSource center operators work to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information
  - Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social

security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **OIC** to the **SFWIB**, where applicable.

- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
  - Is a resident of Miami-Dade County or Monroe County; and
  - A citizen of the United States; or
  - An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
  - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
  - Provide the highest grade completed; and
  - Provide proof of veteran status, if applicable.
- When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **OIC** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, the **OIC** will:
      - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
      - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
      - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**INTENTIONALLY LEFT BLANK**

## **COST SHARING AGREEMENT (Exhibit B)**

This Cost Sharing Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter the "SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **OIC of South Florida, Inc.** (hereinafter "**OIC**" or "Contractor"), located at 3407 N.W. 9<sup>th</sup> Avenue; Oakland Park, FL 33309 (SFWIB and Contractor are collectively referred to as the "Parties").

### **WITNESSETH:**

**Whereas, SFWIB** occupies **20,000** rentable square feet located at the **Northside CareerSource center**, 7900 NW 27<sup>th</sup> Avenue, Suite 200, Miami, FL 33147 ("the Premises"); and

**Whereas, OIC** provides ex-offender reintegration services, in Area 23 which is comprised of Miami-Dade and Monroe Counties, and

**Whereas, the SFWIB** desires to permit **OIC** to occupy a portion of the aforementioned Premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

The SFWIB, by this Agreement, grants to **OIC**, under the terms and conditions hereinafter set forth below, permission to occupy **925** square feet of space: **thirteen (13)** cubicles and **three (3)** offices, as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The cubicles and offices shall be occupied by up to sixteen (**16**) staff.

#### **Use of the Space**

**OIC** is entering into this Agreement to acquire workspace and resource area for up to sixteen (**16**) staff members to provide workforce services including, but not limited to, pre-release case management, assessment, pre-employment skills training, remedial education, job placement and monitoring. **OIC** shall cause its business and the use of the cubicles and offices to be conducted and operated in such manner as to assure that such operation in and about the cubicles and offices is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The cubicles and offices shall be used by **OIC** for the sole purpose of providing services in support of the SFWIB's goals, which include, but are not limited to on-site employment and training referral services.

**OIC** agrees that no change in the use of the cubicles and offices is permitted without the prior express written permission of the SFWIB. Upon failure of **OIC** to use the cubicles and offices in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the cubicles and offices shall become property of the SFWIB.

#### **Parking**

**OIC** shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

#### **Cost Sharing Payment**

**OIC** shall pay the total amount of **\$39,897.33**, for its use of the Cubicles and offices, which is equivalent to **\$3,279.23** per month based upon an annual cost of **\$42.54** per rentable square foot for **925** square feet of space prorated for a **twelve (12)** month period.

Upon Contract execution, payments shall be paid without demand to the SFWIB. **OIC** shall make all checks payable to the "South Florida Workforce Investment Board" and shall mail or hand deliver the monthly payments to the SFWIB, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234. Payments are due to the SFWIB by the first business day of each month during the term of this agreement. Payments received after the seventh (7<sup>th</sup>) business day of the month shall automatically be charged a penalty of five percent (5%) of the amount due.

### **Term**

This Agreement shall commence on **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**OIC** shall utilize the cubicles and offices upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the cubicles and offices to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

### **Indemnification**

**OIC** 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, costs of defense and other litigation expenses, 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 **OIC** or **OIC's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **OIC** behalf under this Agreement, including but not limited to volunteers. **OIC** 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, attorneys' fees and other litigation expenses which may issue thereon. **OIC** expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by **OIC** 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

### **Termination**

The SFWIB or **OIC** may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **OIC** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, then the SFWIB shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within the ten (10) day period, and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **OIC** shall commence the curing of the default within the ten (10) day period and shall thereafter diligently prosecute the curing of same.

### **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 to the respective Party. 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, FL 33126-1234

**For: OIC of South Florida, Inc.**

Newton Sanon, President  
OIC of South Florida, Inc.  
3407 NW 9<sup>th</sup> Avenue, Suite 100  
Oakland Park, FL 33309

**Amendments**

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

**Association of Community Organizations for Reform Now (“ACORN”) Funding Restrictions Assurance**

As a condition of the Contract, the OIC 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.

**Discriminatory Vendor**

OIC shall disclose to the SFWIB if OIC appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. OIC is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that OIC is not an agency or instrumentality of any kind of the SFWIB. Furthermore, OIC's officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract and its attachment specified herein 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 Contract that are not contained in this document and its attachment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**INTENTIONALLY LEFT BLANK**

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

OIC OF SOUTH FLORIDA, INC.

BY:

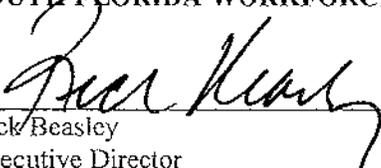
  
Newton Sanon  
President  
OIC of South Florida, Inc.

Date

1/23/20

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY:

  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

Date

2/6/2020

**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).

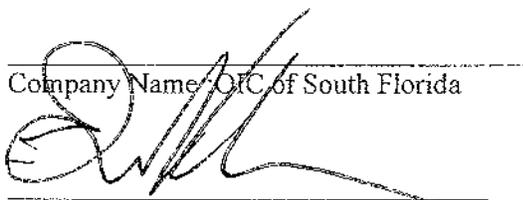
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), 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).

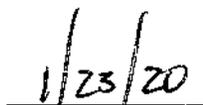
By signing this agreement, the **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services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

Company Name: OFC of South Florida

  
Authorized Representative signature

  
Date

**Individual Non-Disclosure and Confidentiality Certification Form**

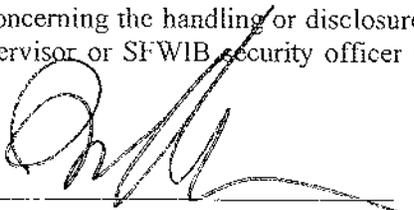
I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or 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: 1/23/20

Print Employee Name: Newton Sanon, President & CEO

Address: 3407 NW 9th Ave.  
Suite 100  
Oakland Park, FL 33309

Work Telephone: 954-563-5198

E-Mail: nsanon@oicsfl.org

## AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

## 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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

## 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 CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I - GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III - EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV - SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

## 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: \_\_\_\_\_

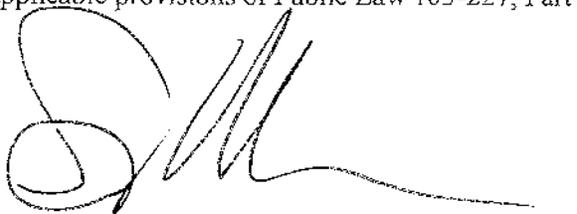
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

1/23/20

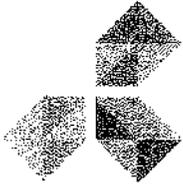
Date

Newton Sanon, President & CEO

Name and Title of Authorized Representative

OIC of South Florida, Inc.

Name of Organization



CareerSource  
SOUTH FLORIDA

careersourcesfl.com

August 16, 2019

Mr. Newton Sanon, President  
OIC of South Florida, Inc.  
3407 N.W. 9<sup>th</sup> Avenue, Suite 100  
Oakland Park, FL 33309

Subject: **Memorandum of Understanding (MOU)**

Dear Mr. Sanon:

Attached please find three (3) copies of the Memorandum of Understanding and Cost Sharing Agreement, between **OIC of South Florida, Inc.** and the **South Florida Workforce Investment Board (SFWIB)** pertaining to provide Reintegration of Ex-Offenders (RExO) program at the Northside CareerSource center location during **PY'19-20**.

Please sign and date all three (3) documents, and provide the following:

- A formal resolution from the Agency's Board of Directors or other document from its governing body authorizing execution of the MOU with the SFWIB.

Please return the completed documents to the attention of Roxanne Soto, Contracts Administrator. Once the documents are executed, we will return one (1) original to you. Should you have any questions or concerns, please contact Ms. Soto at (305) 929-1821 or via email at [Roxanne.Soto@careersourcesfl.com](mailto:Roxanne.Soto@careersourcesfl.com).

Sincerely,

Rick Beasley  
Executive Director  
South Florida Workforce Investment Board  
d/b/a CareerSource South Florida

*Attachment*

Pc: Marian M. Smith, Assistant Director, Administration, SFWIB/CSSF  
Odell Ford, Finance Administrator, SFWIB/CSSF  
David Gilbert, Adult Program Manager, SFWIB/CSSF  
Robert Smith, Adult Program Supervisor, SFWIB/CSSF  
Roxanne Soto, Contracts Administrator, SFWIB/CSSF  
Central File, SFWIB/CSSF

[info@careersourcesfl.com](mailto:info@careersourcesfl.com)

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

p: 305-594-7815 | f: 305-470-5629

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

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), **Miami-Dade County** hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, the Partner administers the Community Action and Human Services Department's ("CAHSD") Farmworker Career Development program, Community Service Block Grant (CSBG) program, Veterans Services program, and Community Resource centers which provide jobs and education services that address the educational and employment barriers faced by low-income individuals, farmworkers, and veterans, for the primary purposes of addressing the barriers faced by the individuals served and reintroducing them into the job market in Miami-Dade County.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market

relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

#### **I. SCOPE OF WORK**

The Partner 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 Partner 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.

#### **II. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

#### **III. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein, establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center (**North Miami Beach**). The Parties agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement, Exhibit B**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

#### **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners' operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

## IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the

Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

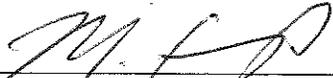
**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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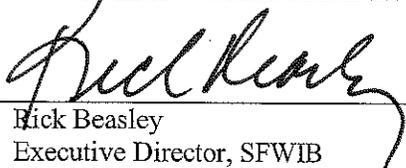
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Miami-Dade County  
AGREEMENT NUMBER: MOU-PT-PY'19-02-00  
16

1a.  1b. \_\_\_\_\_  
Signature of Authorized Representative  
9/5/2019 \_\_\_\_\_  
Date

2a. Carlos A. Gimenez 2b. \_\_\_\_\_  
Typed Name of Authorized Representative  
**MAURICE L. KEMP** Typed Name of Authorized Representative  
**DEPUTY MAYOR**  
**MIAMI-DADE CTY. FL**  
3a. Mayor 3b. \_\_\_\_\_  
Full Title of Authorized Representative Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:  \_\_\_\_\_  
Rick Beasley Date 10/2/19  
Executive Director, SFWIB

PY'19-20  
SCOPE OF WORK  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
COMMUNITY SERVICE BLOCK GRANT (CSBG) PROGRAM,  
VETERANS SERVICES PROGRAM,  
FARMWORKER CAREER DEVELOPMENT PROGRAM, AND  
COMMUNITY RESOURCE CENTERS

The collaboration between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the "SFWIB" or "CSSF"), and **Miami-Dade County** (hereinafter "County", "Partner", or "Agency") is to provide access to low-income individuals and families to workforce services and maintain a referral process, delivery system and feedback procedure.

The SFWIB will seek to ensure that employment and training services are made available and the **County** staff will market the CareerSource center system to low-income individuals and families who apply for services through the **County** and address the barriers faced by low-income individuals and families in Miami-Dade County following the process outlined herein:

**I. Roles and Responsibilities:**

**A. The SFWIB Shall:**

- Ensure that the North Miami Beach CareerSource center operator staff provides on-site employment assistance, training referrals and technical assistance to the County's staff on how to use the CareerSource center system services most effectively for the benefit of the low-income individuals and families they serve. Employment assistance and training includes, but is not limited to, the following topics:
  - Complete Initial Assessment Application (IAA).
  - Complete Training Referrals using the **Universal Referral Form (Attachment 1-A) and adhering to Referral Procedures (Attachment 1)**.
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Provide current Labor Market Information, aptitude testing/assessment, and career planning to all participants.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Completing the **Common Intake form (Attachment 2)** to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to the **County** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

## Exhibit A

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
  - Is a resident of Miami-Dade County or Monroe County; and
  - A citizen of the United States; or
  - An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
  - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
  - Provide the highest grade completed; and
  - Provide proof of veteran status, if applicable.
- Document and follow-up with all the County's participants receiving employment assistance and training referrals.
  - Participate in cross-training programs to ensure that the County's staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.

### B. The County shall:

- Ensure that the North Miami Beach CareerSource center staff participates in cross-training programs to ensure that staff is familiar with services available through the **County** and eligibility requirements and procedures for accessing these services and that the **County's** staff is trained on the SFWIB's services.
- Ensure that the North Miami Beach CareerSource center operator staff works to register eligible participants before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach CareerSource center staff. A copy must be kept in each participant's file.
- Ensure that the North Miami Beach CareerSource center operator staff works to complete work registration for each eligible participant, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all participants.
  - Completing the **Common Intake form (Attachment 2)** to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by the **County** to the **SFWIB**, where applicable.

## Exhibit A

- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

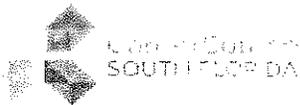
- 18 years of age or older; and
  - Is a resident of Miami-Dade County or Monroe County; and
  - A citizen of the United States; or
  - An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
  - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
  - Provide the highest grade completed; and
  - Provide proof of veteran status, if applicable.
- Ensure that the North Miami Beach CareerSource center operator staff advises participants applying for training that they will be contacted to schedule a training orientation and that training enrollments depend on funding availability.
  - Provide the North Miami Beach CareerSource center operator staff with flyers, pamphlets, and/or brochures regarding the **County's** program for display.
  - Provide staff to document and follow-up with all participants receiving employment assistance and training referrals through this collaboration.
  - Participate in cross-training programs to ensure that County staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, the **County** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, the **County** will:
      - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
      - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
      - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**REFERRAL PROCEDURES  
FOR PARTNERS INSIDE THE CAREER CENTER**

The "Universal Referral Form" as set forth in Attachment 1-A has been designed to be used by the South Florida Workforce Investment Board's (SFWIB's) Partners for referrals. This referral form is designed to be utilized by the SFWIB's Partners inside the CareerSource centers and by the SFWIB CareerSource center staff for referral to partners/organizations that will assist SFWIB's participants.

- This form is for referral purposes only and not for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized only when a relationship has been established through an MOU between the SFWIB and the Agency/Partner.
- The form is to be electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a blind referral. A blind referral is when a person is given a copy of the form and no contact is established with the Agency/CareerSource center participant is being referred to. Contact must be established with the prospective Agency/CareerSource center prior to issuing a referral.
- Always use an individual's name (whether a Partner's staff name or an SFWIB's CareerSource center's staff name) on the form when transmitting the "Universal Referral Form."

**INTENTIONALLY LEFT BLANK**



### 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.

**WORK INNOVATION AND OPORTUNITY ACT**

(1)RCOU:

(2) SSN# ( Verified):

(3) Date of Application:

(4) Last Name, First Name, Middle Initial:

**ELIGIBILITY DATES**

(5) Adult Basic Career Services:

(6) Adult Eligibility:

(7) Dislocated Worker:

**CONTACT INFORMATION**(8) Residential Address ( Verified):

City:

State:

County/Parish:

Zip Code:

(9) Primary Phone Number:

(10) Primary Phone Type (Select 1)

 Cell/Phone     Relatives Phone     Work Phone     Not Identified     Home     Other

(11) Phone Mode (Select 1)

 Voice     TTY     Voice/TTY     Videophone

(12) Alternate Phone Number:

(13) Alternate Phone Type (Select 1)

 Cell/Phone     Relatives Phone     Work Phone     Not Identified     Home     Other

(14) Phone Mode (Select 1)

 Voice     TTY     Voice/TTY     Videophone

(15) Email:

**DEMOGRAPHIC DATA**(16) Date of Birth ( Verified):

(17) Gender:

 Male     Female(18) Registered for Selective Services ( Verified): Yes     No     Not Applicable     Documented from Registration(19) Authorized to Work in U.S. ( Verified) Citizen of U.S. or U.S. Territory     Alien/Refugee Lawfully Admitted to U.S. U.S. Permanent Resident     No

(20) Considered to be of Hispanic Heritage:

 Yes     No     Information Not Provided

(21) Considered to be of Haitian Heritage:

 Yes     No     Information Not Provided

(22) Race (Multiple selections are allowed when I do not wish to answer is not selected):

 White     African American/Black     American Indian/Alaskan Native     Hawaiian/Other Pacific Islander I don't wish to answer(23) Considered to have a disability ( Verified): Yes     No     Not Disclosed

## DISLOCATED WORKER INFORMATION

*The following are only required for Dislocated Worker Eligibility*

(46) Dislocated Worker Category ( Verified):

Category 1: Terminated or laid off, or has received notice of termination or layoff, and is eligible for or has exhausted entitlements to Re-employment Assistance (RA) formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation.

Category 2: Terminated or laid off, or has received notice of termination or layoff, and has been employed for sufficient duration (based on state policy) to demonstrate workforce attachment, but is not eligible for UI due to insufficient earnings, or the employer is not covered under the state UI law, and is unlikely to return to previous industry or occupation.

Category 3: Individual is terminated or laid off, or has received notice of termination or layoff, from employment as a result of permanent closure of or substantial layoff at a plant, facility or enterprise.

Category 4: Individual is employed at a facility at which the employer has made general announcement that the facility will close. Enter the date the facility will close (if known) in the Projected Lay off Date below.

Category 5: Individual was previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions in the community that the individual resides or because of natural disaster. Record the last date of self-employment in the Actual Layoff Date.

Category 6: Displaced homemaker. An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;

Category 7: The spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;

Category 8: The spouse of a member of the Armed Forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**Category 12: Dislocated Worker Grant (DWG) eligibility:** Individual does not meet criteria outlined for Dislocated Workers in categories 1-8 above, but is an individual that meets DWG eligibility outlined under WIOA Title ID National programs, Sec. 170 National dislocated worker grants, relating to Sec 170(b)(1)(A) workers affected by major economic dislocations OR Sec 170(b)(1)(B) workers affected by an emergency or major disaster.

None of the above. Individual does not meet the definition of Dislocated Worker.

(47) Projected Date of Layoff: \_\_\_\_\_

(48) Actual Layoff Date if date is in the future, please leave blank until actual layoff date ( Verified): \_\_\_\_\_

(49) Attended Group Orientation Rapid Response:  
 Yes     No

(50) Most recent Date Attended Rapid Response Service: \_\_\_\_\_

(51) Dislocated Event Number: \_\_\_\_\_

**(52) Employer (All Employment)**

Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(78) Meets Governor's special barriers to employment: <input type="checkbox"/> Yes <input type="checkbox"/> No		
(79) Due to individual's disability, they qualify as a Family of 1: <input type="checkbox"/> Yes <input type="checkbox"/> No	(80) Family Size ( <input type="checkbox"/> Verified):	(81) Annualized Family Income ( <input type="checkbox"/> Verified):

**MISCELLANEOUS**

Adult Priority -  
 (82) Meets the Additional Priorities established by the Governor and/or Local Board ( Verified):  
 Yes  No

**ELIGIBILITY**

(83) Applicant meet the definition for low income ( Verified):  Yes  No

**WIOA FORMULA PROGRAM ELIBILITY**

(84) Adult Basic Career Services: <input type="checkbox"/> Yes <input type="checkbox"/> No	(85) Adult: <input type="checkbox"/> Yes <input type="checkbox"/> No	(86) Dislocated Worker: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Basic Only
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**WIOA GRANT ELIGIBILITY**

(87) National Dislocated Worker Grant NDWG Formerly NEG: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(88) Statewide Adult Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(89) Statewide Dislocated Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
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(90) Statewide Incumbent Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(91) Statewide Rapid Response Additional Assistance Eligibility <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
--	--

**NON WIOA GRANTS**

(92) Non-WIOA Special Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(93) Local Funded Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
--	--

**GRANTS**

Grant Type	Grant Name	Grant Code

(94) Attestation: I hereby certify, to the best of my knowledge, the above information is true. I agree and understand any willful misstatement of facts may cause forfeiture of my status in the WIOA program and could be cause for legal action. I understand the information is subject to verification and agree to provide such documentation as required. I understand my social security number may be given to other federal, state, and local government or non-government job training agencies for performance tracking purposes.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Staff Person: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

PRIVACY STATEMENT: Disclosure of your social security number is voluntary. It is requested however, pursuant to Section 119.071(5)(a), Florida Statutes for the administration of WIOA programs, and will be used in assessing and reporting program performance and accountability to the federal government.

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and Miami-Dade County hereinafter referred to as "County") located at 111 N.W. 1<sup>st</sup> Street, Suite 2910, Miami, Florida 33128 (SFWIB and County are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the SFWIB occupies 9,000 rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, County' Community Action Agency and Human Services Department (CAHSD) desires low-income individuals, farmworkers and veterans have the tools, support and opportunity to obtain employment; and

**Whereas**, the SFWIB desires to permit County to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and County agree the recitals above are incorporated herein and further agree as follows:

The SFWIB, by this Agreement, grants to County, under the terms and conditions hereinafter set forth below, permission to occupy 48 square feet of space ("Cubicle"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Cubicle shall be occupied by one (1) staff member only.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

County shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

### **Use of the Space**

County is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at County for eligible individuals. County shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by County solely for the purpose of providing services in support of the SFWIB's goals, which include, but are not limited to provide assistance for potential enrollment at County for eligible individuals.

County agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of County to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the SFWIB.

### **Parking**

County shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### **Partner Contribution Amounts**

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as County.

### Infrastructure Cost Sharing Payment

Commencing on **July 1, 2019**, County shall pay the total amount of **\$993.99** which is equivalent to **\$81.70** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a one (1) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$81.70** shall be paid, without demand, to the **SFWIB**. County shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - o Compare budgeted costs to actual costs;
  - o Update the allocation bases; and
  - o Apply the updated allocation bases, as described in the "Cost Allocation Methodology" section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner's monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi-annual period. The Partners understand that the timeliness of the **SFWIB**'s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. County will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### **Steps Utilized to Reach Consensus**

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### **Dispute and Impasse Resolution**

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### **Indemnification**

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

**Term of Indemnification.** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

### **Termination**

The SFWIB or County may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should County elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, then the SFWIB shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as County shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

### 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 Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

### Amendments

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

### Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance

As a condition of the Contract, County assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

### Discriminatory Vendor

County shall disclose to the **SFWIB** if County appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

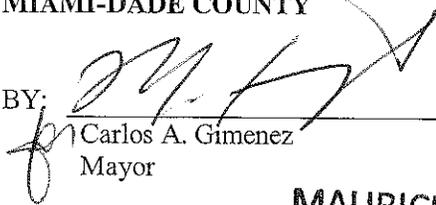
**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-16-00 (EXHIBIT B)

MIAMI-DADE COUNTY

BY:

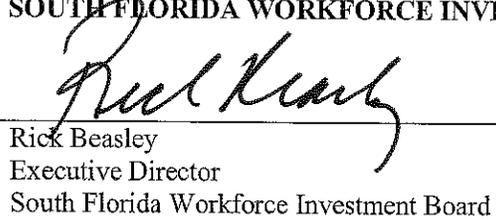
  
for Carlos A. Gimenez  
Mayor

9/5/2019  
Date

MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:

  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

10/2/19  
Date

**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.

Miami Dade County Office of the Mayor

Company Name (type or print)



Authorized Representative signature

9/23/2019

Date

**MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL**

**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: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

### 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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

### 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 CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

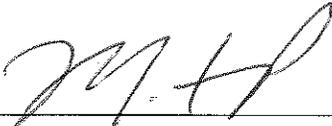
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

9/23/2019  
Date

 Carlos A. Gimenez, Mayor  
Name and Title of Authorized Representative

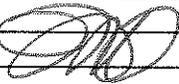
**MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL**

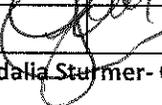
Miami Dade County  
Name of Organization

  
 AUG 30 2019  
 OFFICE OF THE DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT



Community Action and Human Services Department

Date: 28-Aug-19 Routing # \_\_\_\_\_  
 Subject: Approval for the Memorandum of Understanding for the Service Block Grant, Veterans Services Program, Farmworkers Career Development Program and Community Resource Center at the North Miami Beach CareerSource Comprehensive One-Stop Center during FY'S 19-20  
 Originator: Ivon Mesa, Bureau Chief 

Routing Name	Initials	Date	Action	
			Approve	Return
Annika Holder, Assistant Director		8/29/19	X	
Lucia Davis-Raiford, Director		9-2-19		
Maurice L. Kemp, Deputy Mayor		9-23-19		
Return Documents To: Ivon Mesa/Idalia Sturmer- OTV, 701 N.W. 1st Court, 10th Floor				

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RECEIVED**  
 AUG 28 2019

OFFICE OF THE ASSISTANT DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT

**RECEIVED**  
 SEP 18 2019  
 MIAMI-DADE COUNTY  
 OFFICE OF THE MAYOR

**RECEIVED**  
 SEP 04 2019  
 MIAMI-DADE COUNTY  
 OFFICE OF THE MAYOR

# Memorandum



**Date:** August 28, 2019

**To:** Maurice L. Kemp, Deputy Mayor  
Office of the Major

**From:** Lucia Davis-Raiford, Director  
Community Action and Human Services Department *Lucia Davis Raiford*

**Subject:** Renewal Memorandum of Understanding for the Service Block Grant, Veterans Services Program, Farmworkers Career Development Program, and Community Resource Center at the North Miami Beach CareerSource Comprehensive One-Stop Center

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Attached for your review and signature, is the renewal Memorandum of Understanding between Miami Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the Community Action and Human Services Department's Service Block Grant, Veterans Services Program, Farmworkers Career Development Program and Community Resource Center at the North Miami Beach CareerSource Comprehensive One-Stop center during FY's 19-20.

If you should have any questions regarding this item, please do not hesitate to contact me at (786) 469-4644

Attachments

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

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), **Miami-Dade County** hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, the Partner administers the Community Action and Human Services Department's Farmworker Career Development Program ("CAHSD"), which provides jobs and education services that address the educational and employment barriers faced by participant farmworkers for the primary purposes of rehabilitating and reintroducing them into the job market in Miami-Dade County.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**III. COST SHARING**

Cost sharing is only applicable for Partner 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 Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners' operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## V. IMMIGRATION REFORM AND CONTROL ACT

The Partner 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 Agreement.

## VI. CONFIDENTIALITY

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

## IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500

Miami, Florida 33126-1234

**For Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6.**

## **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

## **XX. CODES OF CONDUCT**

The Partner 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.

## **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

## **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

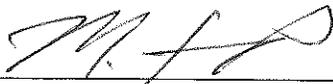
**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Miami-Dade County  
AGREEMENT NUMBER: MOU-PT-PY'19-02-00

1a.  1b. \_\_\_\_\_  
Signature of Authorized Representative

9/5/2019 \_\_\_\_\_  
Date MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

2a. Carlos A. Gimenez 2b. \_\_\_\_\_  
 Typed Name of Authorized Representative Typed Name of Authorized Representative

3a. Mayor MAURICE L. KEMP 3b. \_\_\_\_\_  
Full Title of Authorized Representative Full Title of Authorized Representative  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  \_\_\_\_\_  
Rick Beasley Date 10/2/19  
Executive Director, SFWIB

PY'19-20  
SCOPE OF WORK  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
FARMWORKER CAREER DEVELOPMENT PROGRAM

The collaboration between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter the "SFWIB" or "CSSF"), and Miami-Dade County (hereinafter "County", "Partner", or "Agency") is to provide access to farm workers to workforce services and maintain a referral process, delivery system and feedback procedure.

The SFWIB will seek to ensure that employment and training services are made available and the County staff will market the CareerSource center system to farm workers who apply for services through the County and address the barriers faced by farm workers in the Homestead and surrounding area following the process outlined herein:

**I. Roles and Responsibilities:**

**A. The SFWIB Shall:**

- Continue to ensure that the SFWIB's staff provide training and technical assistance to the County's staff on how to-use the CareerSource center system services most effectively for the benefit of the farm workers they serve.
- Continue to ensure that agreed upon procedures as set forth in **Attachment 1, Referral Procedures** are distributed to the CareerSource center operators.
- Continue to ensure that CareerSource center staff participate in cross-training programs to ensure that staff is familiar with services available through the County and eligibility requirements and procedures for accessing these services and that the County's staff are trained on the following SFWIB services:
  - Initial Assessment Application (IAA);
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration;
  - EMD/EM Self-Job Matching and Self-Job Referrals;
  - EMD/EM Resume; and
  - EMD/EM Labor Market Information.

**B. The County shall:**

- Continue to provide employment services to farm workers at the County's Community Action and Human Services Department office located at:

**South Dade Skills Center  
28300 SW 152<sup>nd</sup> Avenue  
Leisure City, Florida 33033  
Contact: Wanda R. Walker, Division Director  
Community Action and Human Services Department  
Farmworker Career Development Program**

## Exhibit A

- Continue to provide staff to offer assistance to farm workers seeking employment services using the following:
  - Initial Assessment Application (IAA);
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration;
  - EMD/EM Self-Job Matching and Self-Job Referrals;
  - EMD/EM Resume; and
  - EMD/EM Labor Market Information.
- Continue to provide staff to complete referrals for workforce (including training) services following agreed upon procedures outlined in **Attachment 1, Referral Procedures**, including utilizing an original **Universal Referral Form (URF) (Attachment 1-A)**. The original URF shall be given to CareerSource center staff and a copy shall be kept in the participant's file.
- Continue to provide staff to offer informational assistance to farm workers seeking training services through the listings of training offerings on the SFWIB's (CareerSource South Florida) website and/or through referrals to nearby CareerSource centers for additional assistance and determination of eligibility.
- Continue to ensure that staff advises participants applying for training that they will be contacted to schedule a training orientation and that training enrollments depend on funding availability.
- Continue to provide staff to document and follow-up with all participants receiving employment assistance and training referrals through this collaboration.
- Continue to participate in cross-training programs to ensure that **County** staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.
- Continue to market the CareerSource center system to farm workers who apply for services through the **County**.

## UNIVERSAL REFERRAL FORM

SECTION A: GENERAL PARTICIPANT INFORMATION			
Name:		Date:	
Mailing Address:			
City:	State:	Zip Code:	Telephone #:
Race:	Sex:	Date of Birth:	Military Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Highest Education Level Completed:		Currently Enrolled in School: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-Mail Address:		Name of School:	
SECTION B: REFERRED FROM			
Case Mgr. Name:		Date:	
Agency:		Tel.#:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
SECTION C: PARTICIPANT EMPLOYMENT INFORMATION			
Currently Working? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current or Last Employer:			
Address:			
City:	State:	Zip Code:	
Telephone #:	Start Date:	End Date:	
Job Title:	Hours Per Week:	Salary:	
Job Description:			
Reason for Leaving:			
SECTION D: REFERRED TO			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
SECTION E: RESULTS - Complete and Return to Originator in Section B			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

*Referring Agency:*

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

**REFERRAL PROCEDURES  
FOR PARTNERS OUTSIDE THE CAREER CENTER**

The "Universal Referral Form" as set forth in **Attachment 1-A** has been designed to be used by South Florida Workforce Investment Board (SFWIB) Partners for referrals. This referral form is designed to be utilized by SFWIB Partners outside the Career Centers and by SFWIB Career Center staff to partners/organizations that will assist SFWIB participants.

- This form is for referral purposes only and **not** for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized **only** when a relationship has been established through an MOU between SFWIB and the Agency/Partner.
- The form is to be used electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a **blind** referral. A **blind** referral is when a person is given a copy of the form and no contact is established with the Agency/Career Center participant is being referred to. Contact must be established with the prospective Agency/Career Centers prior to issuing referral.
- Always use an individual's name (whether a Partner's staff name or a SFWIB Career Center's staff name) on the form when transmitting this Universal Referral Form.

**PY'19-20  
COST SHARING  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
FARMWORKER CAREER DEVELOPMENT PROGRAM**

Cost Sharing is not applicable for partners who do not have personnel stationed at one or more CareerSource centers.

**Miami-Dade County** ("County") does not have personnel stationed at one or more CareerSource Centers.

As part of this Agreement, the **County** agrees to collaborate with the SFWIB to explore the potential of stationing staff at one or more Career Centers. When an agreement is reached, a modification to this MOU shall be necessary.

**INTENTIONALLY LEFT BLANK**

**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.

Miami Dade County

Company Name (type or print)

  
Authorized Representative signature

9/23/2019  
Date MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

**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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

Note: A two (2) year expiration date is required in order to receive employment information

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

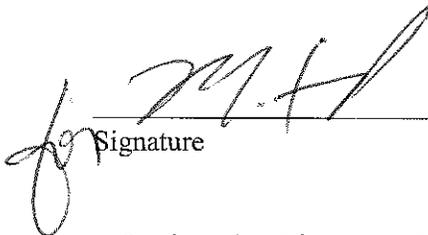
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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.

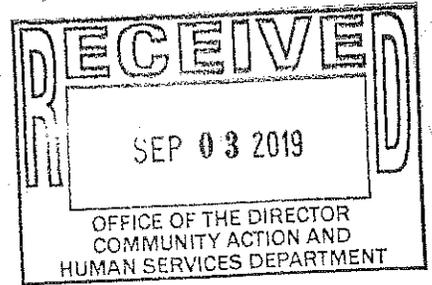
By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

 \_\_\_\_\_  
Signature

\_\_\_\_\_ 9/23/2019 \_\_\_\_\_  
Date

Carlos A. Gimenez, Mayor **MAURICE L. KEMP**  
Name and Title of Authorized Representative **DEPUTY MAYOR**  
**MIAMI-DADE CTY. FL**

Miami Dade County  
Name of Organization



Community Action and Human Services Department

Date: 28-Aug-19 Routing # \_\_\_\_\_

Subject: Approval for the Memorandum of Understanding for the  
Miami Dade County and the South Florida Workforce Investment  
Board (SFWIB) pertaining to the CAHSD's Farmworkers Career  
Development Program

Originator: Ivon Mesa, Bureau Chief *[Signature]*

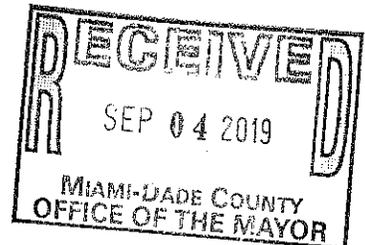
Routing Name	Initials	Date	Action	
			Approve	Return
Annika Holder, Assistant Director	<i>[Signature]</i>	8/31/19	<input checked="" type="checkbox"/>	
Lucia Davis-Raiford, Director	<i>[Signature]</i>	9/3		
Maurice L. Kemp, Deputy Mayor				
Return Documents To: Ivon Mesa/Idalia Sturmer- OTV, 701 N.W. 1st Court, 10th Floor				

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



AUG 30 2019

OFFICE OF THE ASSISTANT DIRECTOR  
COMMUNITY ACTION AND  
HUMAN SERVICES DEPARTMENT



# Memorandum



**Date:** August 30, 2019

**To:** Maurice L. Kemp, Deputy Mayor  
Office of the Mayor

**From:** Lucia Davis-Raiford, Director  
Community Action and Human Services Department *Lucia Davis Raiford*

**Subject:** Renewal Memorandum of Understanding between Miami-Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the CAHSD's Farmworkers Career Development Program

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Attached for your review and approval, is the renewal Memorandum of Understanding between Miami Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the Community Action and Human Services Department's Farmworker Career Development Program for FY 19-20

If you have any questions regarding this item, please do not hesitate to contact me at (786) 469-4644.

Attachments

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
GREATER MIAMI SERVICE CORPS**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), Greater Miami Service Corps hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act; and

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), 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 which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area; and

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs; and

**WHEREAS**, the mission of Greater Miami Service Corps is to empower young people with the tools needed to transform their lives through education and service activities that strengthen our community and local workforce; and

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and state; and

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system; and

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300); and

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) promoting improvement in the structure and delivery of services; (d) increasing the prosperity of workers and employers; and (e) 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;

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**III. COST SHARING AGREEMENT**

The Partner has personnel stationed at the **Perrine CareerSource center**. The applicable cost sharing provisions are set forth in the **Cost Sharing Agreement, Exhibit B-1**, attached hereto and incorporated by reference as if fully set forth herein.

Any modifications to the **Cost Sharing Agreement, Exhibit B-1**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

**IV. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**V. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

A. Section 188 of the 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 41 CFR 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **VI. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VII. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VIII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

**IX. TERMINATION**

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

**X. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Greater Miami Service Corps:**

Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, Florida 33127

**XI. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XII. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Exhibit	B-1	Cost Sharing Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information

### **XIII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIV. GRIEVANCE PROCEDURES**

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

### **XV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XVI. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVII. 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 United States Department of Health and Human Services 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.

#### **XVIII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XIX. 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 Partner 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.

The Partner shall incorporate "a proud partner of the American Job Center network" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "a proud partner of the American Job Center network" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XXI. CODES OF CONDUCT**

The Partner 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.

**XXII. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

**XXIII. 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 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.

**XXIV. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**XXVI. CERTIFICATION**

By signing this Agreement, the Parties 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.

**XXVII. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

**XXVIII. FLORIDA PUBLIC RECORDS LAW**

Notwithstanding any other provision contained herein, the Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida

Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXIX. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXX. AUTHORITY TO EXECUTE AGREEMENT**

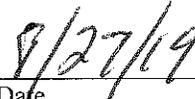
Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **Greater Miami Service Corps**  
AGREEMENT NUMBER: **MOU-PT-PY'19-17-00**

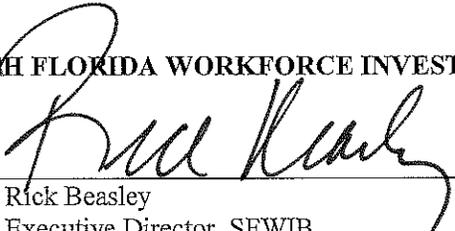
1a.   
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Date

2a. **Deborah Dorsett**  
\_\_\_\_\_  
Typed Name of Authorized Representative

3a. **Executive Director**  
\_\_\_\_\_  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
\_\_\_\_\_  
Rick Beasley  
Executive Director, SFWIB

  
\_\_\_\_\_  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**GREATER MIAMI SERVICE CORPS.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Greater Miami Service Corps.** (hereinafter the “**GMSC**”); seeks to provide employment assistance, training, mentoring and support services to eligible students whom successfully completed workforce services training. Through the SFWIB’s CareerSource centers, **GMSC** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that training, employment services are made available to eligible students, referred by **GMSC** to the **SFWIB**, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff provides eligible students access to the following: assessment, career planning, On-the-Job Training (OJT), employers, and support services.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff provides documentation and follow-up on the status of eligible students referred to **GMSC**, as requested.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each eligible student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **GMSC** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
- In compliance with the Selective Service Act (only relevant for males 18-25); and
- Is a resident of Miami-Dade or Monroe Counties; and
- Identified as low-income; and/or
- Living in a high poverty area; and
- Meets one or more of the following barriers to employment, but are not limited to:
  - (a) Not attending any school (as defined under State law);
  - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
  - (c) Have one or more of the following barriers:
    - (1) A school dropout;
    - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
    - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
    - (4) An individual who is subject to the juvenile or adult justice system;
    - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
    - (6) An individual who is pregnant or parenting;
    - (7) An individual with a disability; and
    - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).

**B. GMSC shall:**

- Provide one (1) staff for the North Miami Beach and Perrine CareerSource center on Tuesdays' from 9:00AM-1:00PM; four (4) hours a week.
  - Staff will document and follow-up with all Agency's participants receiving employment assistance and training referrals through this collaboration.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach and Perrine CareerSource center and/or Youth Service Provider staff. A copy must be kept in each student's file.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake form (Attachment 2)** to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **GMSC** to the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

## Exhibit A

- Between the ages of 16 through 24; and
  - A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
  - In compliance with the Selective Service Act (only relevant for males 18-25); and
  - Is a resident of Miami-Dade or Monroe Counties; and
  - Identified as low-income; and/or
  - Living in a high poverty area; and
  - Meets one or more of the following barriers to employment, but are not limited to:
    - (a) Not attending any school (as defined under State law);
    - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
    - (c) Have one or more of the following barriers:
      - (1) A school dropout;
      - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
      - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
      - (4) An individual who is subject to the juvenile or adult justice system;
      - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
      - (6) An individual who is pregnant or parenting;
      - (7) An individual with a disability; and
      - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).
- Ensure referred eligible students applying for WIOA services, are made aware that they will be contacted by CareerSource center and/or Youth Service staff for a scheduled orientation and training enrollments depend on funding availability.
  - Provide the North Miami Beach and Perrine CareerSource center operators with flyers, pamphlets, and/or brochures regarding **GMSC's** program for display.
  - Document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **GMSC** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, **GMSC** will:

**Exhibit A**

- Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
- Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
- Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**INTENTIONALLY LEFT BLANK**

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Greater Miami Service Corps** (hereinafter "**GMSC**" or "Contractor"), located at 810 N.W. 28<sup>th</sup> Street; Miami, FL 33127 (SFWIB and Miami Contractor are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the **SFWIB** occupies 9,000 rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, **GMSC** provides youth services; and

**Whereas**, the **SFWIB** desires to permit **GMSC** to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and **GMSC** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **GMSC**, under the terms and conditions hereinafter set forth below, permission to occupy 48 square feet of space ("Cubicle"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Cubicle shall be occupied by one (1) staff member only, and only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

**GMSC** shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

### **Use of the Space**

GMSC is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at GMSC for eligible individuals. GMSC shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by GMSC solely for the purpose of providing services in support of the SFWIB's goals, which include, but are not limited to provide assistance for potential enrollment at GMSC for eligible individuals.

GMSC agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of GMSC to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the SFWIB.

### **Parking**

GMSC shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### **Partner Contribution Amounts**

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as GMSC.

### Infrastructure Cost Sharing Payment

Commencing on **July 1, 2019**, GMSC shall pay the total amount of **\$993.99** which is equivalent to **\$81.70** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a twelve (12) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$81.70** shall be paid, without demand, to the **SFWIB**. GMSC shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the SFWIB, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the SFWIB will:
  - o Compare budgeted costs to actual costs;
  - o Update the allocation bases; and
  - o Apply the updated allocation bases, as described in the "Cost Allocation Methodology" section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the SFWIB or amount to be refunded by the SFWIB, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner's monthly payments.
3. The SFWIB will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi-annual period. The Partners understand that the timeliness of the SFWIB's preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the SFWIB not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the SFWIB may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the SFWIB and will be refunded upon the final reconciliation to the Partner.
5. **GMSC** will communicate any disputes with costs in the invoice or the adjusted budget to the SFWIB in writing within **ten (10)** days of receipt. The SFWIB will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the SFWIB will revise the invoice and the adjusted budget upon resolution of the dispute.

### **Steps Utilized to Reach Consensus**

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### **Dispute and Impasse Resolution**

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### **Indemnification**

GMSC 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, costs of defense and other litigation expenses, 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 GMSC or GMSC's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on GMSC behalf under this Agreement, including but not limited to volunteers. GMSC 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, attorneys' fees and other litigation expenses which may issue thereon. GMSC expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by GMSC 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

## Termination

The **SFWIB** or **GMSC** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **GMSC** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **GMSC** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

## 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: Greater Miami Service Corps**

Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, FL 33127

## Amendments

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

## Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance

As a condition of the Contract, **GMSC** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

## Discriminatory Vendor

**GMSC** shall disclose to the **SFWIB** if **GMSC** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or

- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER:

MOU-PT-PY'19-17-00 (EXHIBIT B)

**GREATER MIAMI SERVICE CORPS**

BY: AM 8/27/19  
Date  
Deborah Dorsett  
Executive Director  
Greater Miami Service Corps

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

*W* BY: Rick Beasley 10/18/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

## COST SHARING AGREEMENT (Exhibit B-1)

This Cost Sharing Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter the "SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Greater Miami Service Corps** (hereinafter "GMSC" or "Contractor"), located at 810 N.W. 28<sup>th</sup> Street; Miami, FL 33127 (SFWIB and Contractor are collectively referred to as the "Parties").

### WITNESSETH:

**Whereas**, SFWIB occupies 9,820 rentable square feet located at the Perrine CareerSource center, 18901 S.W. 106<sup>th</sup> Avenue, Suite 2018, Miami, FL 33157 ("the Premises"); and

**Whereas**, GMSC provides youth services, and

**Whereas**, the SFWIB desires to permit GMSC to occupy a portion of the aforementioned Premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

The SFWIB, by this Agreement, grants to GMSC, under the terms and conditions hereinafter set forth below, permission to occupy 48 square feet of space: one (1) cubicle, as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The cubicle shall be occupied by **one (1)** staff only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

#### Use of the Space

GMSC is entering into this Agreement to acquire workspace and resource area for **one (1)** staff member to provide youth services including, but not limited to, interviewing customers, referrals to training and employment services and follow-up. GMSC shall cause its business and the use of the cubicle to be conducted and operated in such manner as to assure that such operation in and about the cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The cubicles shall be used by GMSC for the sole purpose of providing services in support of the SFWIB's goals, which include, but are not limited to on-site employment and training referral services.

GMSC agrees that no change in the use of the cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of GMSC to use the cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the cubicle shall become property of the SFWIB.

#### Parking

GMSC shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

#### Cost Sharing Payment

GMSC shall pay the total amount of **\$835.13**, for its use of the Cubicle, which is equivalent to **\$68.64** per month based upon an annual cost of **\$42.90** per rentable square foot for 48 square feet of space prorated for a **twelve (12)** month period.

Upon Contract execution, payments shall be paid without demand to the SFWIB. GMSC shall make all checks payable to the "South Florida Workforce Investment Board" and shall mail or hand deliver the monthly payments to the SFWIB, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234. Payments are due to the

SFWIB by the first business day of each month during the term of this agreement. Payments received after the seventh (7<sup>th</sup>) business day of the month shall automatically be charged a penalty of five percent (5%) of the amount due.

**Term**

This Agreement shall commence on **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

GMSC shall utilize the cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

**Indemnification**

GMSC 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, costs of defense and other litigation expenses, 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 GMSC or GMSC's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on GMSC behalf under this Agreement, including but not limited to volunteers. GMSC 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, attorneys' fees and other litigation expenses which may issue thereon. GMSC expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by GMSC 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

**Termination**

The SFWIB or GMSC may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should GMSC elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, then the SFWIB shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within the ten (10) day period, and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as GMSC shall commence the curing of the default within the ten (10) day period and shall thereafter diligently prosecute the curing of same.

**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 to the respective Party. 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, FL 33126-1234

**For: Greater Miami Service Corps**  
Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, FL 33127

**Amendments**

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

**Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance**

As a condition of the Contract, the GMSC 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.

**Discriminatory Vendor**

GMSC shall disclose to the SFWIB if GMSC appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**Autonomy.**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. GMSC is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that GMSC is not an agency or instrumentality of any kind of the SFWIB. Furthermore, GMSC's officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract and its attachment specified herein 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 Contract that are not contained in this document and its attachment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

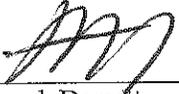
**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

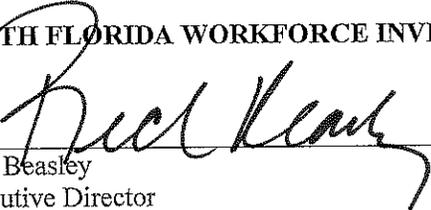
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THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

**GREATER MIAMI SERVICE CORPS**

BY:  8/27/19  
Date  
Deborah Dorsett  
Executive Director  
Greater Miami Service Corps

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:  10/18/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**REFERRAL PROCEDURES  
FOR PARTNERS INSIDE THE CAREER CENTER**

The "**Universal Referral Form**" as set forth in **Attachment 1-A** has been designed to be used by the South Florida Workforce Investment Board's (SFWIB's) Partners for referrals. This referral form is designed to be utilized by the SFWIB's Partners inside the CareerSource centers and by the SFWIB CareerSource center staff for referral to partners/organizations that will assist SFWIB's participants.

- This form is for referral purposes only and not for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized only when a relationship has been established through an MOU between the SFWIB and the Agency/Partner.
- The form is to be electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a blind referral. A blind referral is when a person is given a copy of the form and no contact is established with the Agency/CareerSource center participant is being referred to. Contact must be established with the prospective Agency/CareerSource center prior to issuing a referral.
- Always use an individual's name (whether a Partner's staff name or an SFWIB's CareerSource center's staff name) on the form when transmitting the "Universal Referral Form."

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## UNIVERSAL REFERRAL FORM

<b>SECTION A: GENERAL PARTICIPANT INFORMATION</b>			
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:	
<b>SECTION B: REFERRED FROM</b>			
Case Mgr. Name:		Date:	
Agency:		Tel. #:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
<b>SECTION C: PARTICIPANT EMPLOYMENT INFORMATION</b>			
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:			
<b>SECTION D: REFERRED TO</b>			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
<b>SECTION E: RESULTS - Complete and Return to Originator in Section B</b>			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

*Referring Agency:*

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

**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.

Greater Miami Service Corps  
Company Name (type or print)

  
Authorized Representative signature

August 27, 2019  
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: August 27, 2019

Print Employee Name: Deborah Dorsett

Address: 810 NW 28<sup>th</sup> Street

Miami, Florida 33127

Work Telephone: 305-638-4672

E-Mail: ddorsett@gmscmiami.com

## AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

### 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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

### 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 CSSFCENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I -- GENERAL CONSENT**

**Participant's Name:** \_\_\_\_\_ **Last four digits of SSN:** \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida(CSSF)center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III -- EXPIRATION**

**This authorization expires on:** \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV -- SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

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: \_\_\_\_\_

**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, 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 Contractor 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

August 27, 2019  
\_\_\_\_\_  
Date

**Deborah Dorsett, Executive Director**  
Name and Title of Authorized Representative

**Greater Miami Service Corps**  
Name of Organization

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
GANG ALTERNATIVE, INC.**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), Gang Alternative, Inc. hereinafter referred to as “Partner” or “Agency” (SFWIB and the Partner are collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act; and

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), 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 which comprise the Area’s One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area; and

**WHEREAS**, the SFWIB’s delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs; and

**WHEREAS**, the Partner community-based organization with the continuing purpose of preventing violence and delinquency while promoting self-sufficiency; and is a second chance funding grant recipient; and

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State; and

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system; and

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop Delivery System” (20 CFR Section 678.300); and

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) promoting improvement in the structure and delivery of services; (d) increasing the prosperity of workers and employers; and (e) 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;

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **January 1, 2020**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition of the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the

Partner assures that it shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality**

**Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## **VII. INDEMNIFICATION**

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## **VIII. TERMINATION**

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Gang Alternative, Inc.:**

Michael J. Nozile, Sr., President/CEO  
Gang Alternative, Inc.  
12000 Biscayne Blvd, Suite 402  
Miami, Florida 33181

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, and the attachments and exhibits specified below incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB.

Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

#### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

#### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

#### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

#### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

**THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: **Gang Alternative, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-18-00**

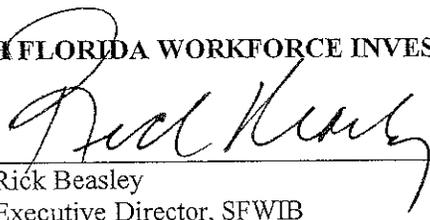
1a.   
\_\_\_\_\_  
Signature of Authorized Representative

12/30/19  
\_\_\_\_\_  
Date

2a. **Michael J. Nozile, Sr.**  
\_\_\_\_\_  
Typed Name of Authorized Representative

3a. **President/CEO**  
\_\_\_\_\_  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
\_\_\_\_\_  
Rick Beasley  
Executive Director, SFWIB

1-14-20  
\_\_\_\_\_  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**GANG ALTERNATIVE, INC.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Gang Alternative, Inc.** (hereinafter “**Gang Alternative**”, “**Partner**”, or “**Agency**”) seeks to provide employment, training, mentoring and support services to ex-offenders through the Reintegration of Ex-Offenders (RExO) program, with the continuing purpose of preventing violence and delinquency. Through the SFWIB’s CareerSource centers, **Gang Alternative** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that employment services are made available and **Gang Alternative** shall provide employment, training, mentoring and support services to ex-offender participants, referred by the SFWIB, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Ensure that the North Miami Beach CareerSource center operator works to register individuals before referring ex-offenders using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Ensure that the North Miami Beach CareerSource center operator provides ex-offenders access to the following: assessment, career planning, Individual Training Accounts (ITA), On-the-Job Training (OJT), employers, and support services in order to help ex-offenders overcome barriers to training or employment.
- Ensure that the North Miami Beach CareerSource center operator provides documentation and follow-up on the status of ex-offenders referred to **Gang Alternative**, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information
  - Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **Gang Alternative** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

**B. Gang Alternative shall:**

- Provide 44 planned enrollments per year, in which a projected 31 per year will be placed into employment.
- Provide RExO services at the Agency's facility located at:

**Gang Alternative's Corporate Office**  
12000 Biscayne Boulevard, Suite #402  
North Miami, Florida 33181

**Gang Alternative's Central Office**  
6620 N Miami Avenue  
Miami, Florida 33150

- Provide post-release case management, assessment, pre-employment skills training, remedial education, job placement and mentoring.
- Refer ex-offenders to other services, but not limited to, adult basic education, vocational skills training, and supportive services referrals, including substance abuse and mental health services.
- Monitor, track services and outcomes of ex-offenders.
- Provide the North Miami Beach CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Gang Alternative's** RExO program for display.
- Document and follow-up on the status of the ex-offenders referred by the North Miami Beach CareerSource center operator, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information

## Exhibit A

- Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **Gang Alternative** to the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.
- When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **Gang Alternative** shall:
  - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
  - If the participant does not object to the release of information, the **Gang Alternative** will:
    - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
    - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
    - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Gang Alternative, Inc.** (hereinafter "Gang Alternative" or "Contractor"), located at 12000 Biscayne Blvd, Suite 402; Miami, Florida 33181 (SFWIB and Miami Contractor are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the **SFWIB** occupies **9,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, **GANG ALTERNATIVE** provides employment, training, mentoring and support services to ex-offenders through the Reintegration of Ex-Offenders (RExO) program; and

**Whereas**, the **SFWIB** desires to permit **GANG ALTERNATIVE** to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and **GANG ALTERNATIVE** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **GANG ALTERNATIVE**, under the terms and conditions hereinafter set forth below, permission to occupy **176** square feet of space ("Office"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Office shall be occupied by one (**1**) staff member only.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **January 1, 2020** and terminate at the close of business on **June 30, 2020**.

**GANG ALTERNATIVE** shall utilize the Office upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Office to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

### **Use of the Space**

GANG ALTERNATIVE is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at GANG ALTERNATIVE for eligible individuals. GANG ALTERNATIVE shall cause its business and the use of the Office to be conducted and operated in such manner as to assure that such operation in and about the Office is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Office shall be used by **GANG ALTERNATIVE** solely for the purpose of providing services in support of the **SFWIB's** goals, which include, but are not limited to provide assistance for potential enrollment at GANG ALTERNATIVE for eligible individuals.

**GANG ALTERNATIVE** agrees that no change in the use of the Office is permitted without the prior express written permission of the **SFWIB**. Upon failure of **GANG ALTERNATIVE** to use the Office in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Office shall become property of the **SFWIB**.

### **Parking**

**GANG ALTERNATIVE** shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### Partner Contribution Amounts

Partner contributions will be based on the methodology identified under the “Cost Allocation Methodology” section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as **GANG ALTERNATIVE**.

### Infrastructure Cost Sharing Payment

Commencing on **January 1, 2019**, **GANG ALTERNATIVE** shall pay the total amount of **\$451.83** which is equivalent to **\$74.89** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **176** square feet of space prorated for a nine (9) month period at 10% occupancy rate.

Upon Contract execution, the first monthly payment, in the amount of **\$74.89** shall be paid, without demand, to the **SFWIB**. **GANG ALTERNATIVE** shall make all checks payable to the “*South Florida Workforce Investment Board*” and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - Compare budgeted costs to actual costs;
  - Update the allocation bases; and
  - Apply the updated allocation bases, as described in the “Cost Allocation Methodology” section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner’s monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi- annual period. The Partners understand that the timeliness of the **SFWIB**’s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. **GANG ALTERNATIVE** will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### **Steps Utilized to Reach Consensus**

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### **Dispute and Impasse Resolution**

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### **Indemnification**

**GANG ALTERNATIVE** 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, costs of defense and other litigation expenses, 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 **GANG ALTERNATIVE** or **GANG ALTERNATIVE's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **GANG ALTERNATIVE** behalf under this Agreement, including but not limited to volunteers. **GANG ALTERNATIVE** 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, attorneys' fees and other litigation expenses which may issue thereon. **GANG ALTERNATIVE** expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by **GANG ALTERNATIVE** 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

## **Termination**

The **SFWIB** or **GANG ALTERNATIVE** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **GANG ALTERNATIVE** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **GANG ALTERNATIVE** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

## **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 Gang Alternative, Inc.:**

Michael J. Nozile, Sr., President/CEO  
Gang Alternative, Inc.  
12000 Biscayne Blvd, Suite 402  
Miami, Florida 33181

## **Amendments**

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

## **Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance**

As a condition of the Contract, **GANG ALTERNATIVE** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

## **Discriminatory Vendor**

**GANG ALTERNATIVE** shall disclose to the **SFWIB** if **GANG ALTERNATIVE** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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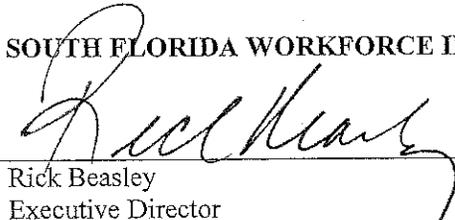
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-18-00 (EXHIBIT B)

GANG ALTERNATIVE, INC.

BY:  12/30/19  
Michael J. Nozile, SR Date  
President/CEO  
Gang Alternative, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

P2 BY:  1-14-20  
Rick Beasley Date  
Executive Director  
South Florida Workforce Investment Board

**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.

Gang Alternative, Inc.  
Company Name (type or print)

  
Authorized Representative signature

12/30/19  
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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION

### SECTION I – GENERAL CONSENT

**Participant's Name:** \_\_\_\_\_ **Last four digits of SSN:** \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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

Participant's job title  
 Job start date  
 Hours worked per week  
 Beginning wage  
 Current employment status  
 Current wage  
 Job end date  
 Benefits available to participant in current job

### SECTION III – EXPIRATION

**This authorization expires on:** \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

### SECTION IV – SIGNATURE

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

### SECTION V CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

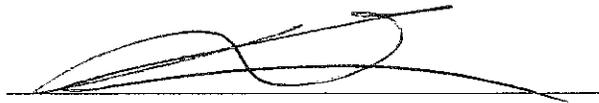
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

12/30/19  
\_\_\_\_\_  
Date

Michael Nozile, Sr.; President/CEO  
Name and Title of Authorized Representative

Grang Alternative, Inc.  
Name of Organization

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
THE WORKFORCE INNOVATION OPPORTUNITY ACT CORE PARTNERS**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, The School Board of Monroe County, Florida, a political subdivision of the State of Florida, and the State of Florida by and through the Division of Vocational Rehabilitation, the School Board of Miami-Dade County, Florida, the School Board of Monroe County, Florida, and the Division of Vocational Rehabilitation hereinafter referred to as "**Core Partners**" (SFWIB and the Core Partners are collectively referred to as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, The School Board of Miami-Dade County, Florida administers and provides adult education programs designed to assist individuals to: learn English as a second language, prepare to obtain a GED (General Educational Development) or high school diploma, and for a career in Miami-Dade County.

**WHEREAS**, The School Board of Monroe County, Florida administers and provides adult education programs designed to assist individuals to: learn English as a second language, prepare to obtain a GED (General Educational Development) or high school diploma, and for a career in Monroe County.

**WHEREAS**, The Florida Division of Vocational Rehabilitation's mission is to help people with disabilities find and maintain employment and enhance their independence by assisting with education, vocational training, and work experience. This partnership is mandated under the WIOA.

**WHEREAS**, the Core Partners desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Core Partners recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Core Partners desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

## **I. PROVISION OF SERVICES**

A. The SFWIB has been designated to act as the administrative entity, grant recipient and fiscal agent for this area, Workforce Area 23. CareerSource shall perform the following functions:

1. Review this MOU annually, solicit feedback from the Core Partners regarding appropriate revisions and update the Agreement, if necessary.
2. Coordinate with the Core Partners to provide access to workforce services and programs through the One-Stop System (20 CFR Section 678.300) in accordance with applicable law and implementing guidance, policies and procedures as may be amended from time to time, 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: adult, dislocated worker and youth programs; adult education and literacy; Wagner-Peyser; vocational rehabilitation; career and technical education, Unemployment Compensation; Veterans programs; Trade Adjustment Assistance ("TAA"); and Temporary Assistance to Needy Families ("TANF") program.
3. Coordinate with the Core Partners to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed by providing access to services, including access to technology and materials that are available through the One-Stop System.
4. Coordinate with the Core Partners for funding infrastructure costs of the comprehensive one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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 Area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized federal, state and county holidays and emergency situations [as declared by either Miami Dade or Monroe Counties]).

7. Provide an area for the Core Partners' meetings and/or co-location as space permits.
8. Maintain a professional working environment in accordance with CareerSource's core values.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Core Partners shall perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-Stop System (20 CFR Section 678.300) in accordance with applicable law and implementing guidance, policies and procedures as may be amended from time to time, 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 by providing access to services, including access to technology and materials that are available through the one-stop delivery system.
3. Coordinate with CareerSource for funding of infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and 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. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. The Florida Department of Education, Division of Vocational Rehabilitation shall transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

## II. METHODS OF INTERNAL REFERRAL

To ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop System, the Parties shall jointly develop, or reassess, internal cross-referral procedures based upon the availability of funding, services and program need. In developing or reassessing the cross-referral process, the Parties shall:

1. Ensure that intake and referral processes are customer-centered with the intent of providing high quality customer service.
2. Ensure that general information regarding Core Partner's programs, services, activities and resources are made available to all customers as appropriate.
3. Ensure that all Core Partner staff participates in cross-training programs to ensure that CareerSource staff is familiar with programs/services available, eligibility requirements, resources and procedures for accessing these services.
4. Ensure that the referral process includes specific staff name, the activity required, desired outcome and a method for communicating back to the referring agency that the service was addressed.
5. Require staff complete referrals for workforce (including training) services following agreed upon procedures outlined in **Attachment 7, Referral Procedures**, including utilizing an original **Universal Referral Form ("URF") (Attachment 8)**. The original URF shall be given to CareerSource center staff by Core Partner staff and a copy shall be kept in the participant's file.

## III. PERIOD OF PERFORMANCE

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2022**, unless earlier terminated as provided below.

#### IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Core Partners assure that they shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the 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, among other things, 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 Core Partners also assure that they shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Core Partners' operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Core

Partners makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Core Partners understand the United States has the right to seek judicial enforcement of this assurance.

## V. IMMIGRATION REFORM AND CONTROL ACT

The Core Partners 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 Agreement.

## VI. CONFIDENTIALITY

A. The Core Partners 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 Core Partners 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 this 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. Each Core Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

B. **Confidentiality Forms.** The Core Partners, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Core Partners shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Release Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Obtain Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

## IX. 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. E. Second Avenue, Suite 912  
Miami, Florida 33132

**With a copy to:**

Walter J. Harvey, School Board Attorney  
The School Board of Miami-Dade County, Florida  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

**For The Monroe County School District, Florida:**

Mark T. Porter, Superintendent  
Monroe County School District  
241 Trumbo Road  
Key West, Florida 33040

**For Division of Vocational Rehabilitation:**

Cynthia Gaber, Area Director  
Division of Vocational Rehabilitation  
7975 NW 154th Street, Suite 230  
Miami Lakes, Florida 33016-5864

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Number</u>	<u>Description</u>
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke
Attachment	7	Referral Procedures
Attachment	8	Universal Referral Form

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Core Partners are not partners, joint venture participants, agencies or instrumentalities of any kind of the SFWIB. Furthermore, the Core Partners' officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

**XIII. GRIEVANCE PROCEDURES**

The Core Partners shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

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

As a condition of this Agreement, each of the Core Partners 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.

**XV. 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. Each of the Core Partners shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

**XVI. 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 United States Department of Health and Human Services 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.

**XVII. 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. Each of the Core Partners shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6.**

**XVIII. 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, each of the Core Partners 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.

The Core Partners shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section

662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “a proud partner of the American Job Center network” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

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

Each of the Core Partners 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).

**XX. CODES OF CONDUCT**

Each of the Core Partners 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.

**XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

**XXII. 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 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.

**XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

Each of the Core Partners shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

## **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

## **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

## **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE CORE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-594-7615**

**South Florida Workforce Investment Board**

**Airport Corporate Center**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**IF THE SFWIB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SFWIB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

**Telephone: 305-995-1128**

**Via e-mail: [pr@dadeschools.net](mailto:pr@dadeschools.net)**

**The School Board of Miami-Dade County, Florida**

**1450 NE 2 Avenue, Miami, Florida 33132**

**For The Monroe County School District, Florida:**

**Telephone: (305) 293-1400 ext. 53360**

**Via e-mail: [records@keysschools.com](mailto:records@keysschools.com)**

**Monroe County School District**

**241 Trumbo Road**

**Key West, Florida 33040**

#### **XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

#### **XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

#### **XXX. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: South Florida Workforce Investment Board, The School Board of Miami-Dade County, Florida, The School Board of Monroe County, Florida, State of Florida Division of Vocational Rehabilitation

AGREEMENT NUMBER: MOU-PY'19-01-00

(For use Only When Agency Is a Governmental Entity)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: Alberto M. Carvalho Date 6/17/19 Superintendent, The School Board of Miami-Dade County, Florida

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY: Mark T. Porter Date Superintendent, The School Board of Monroe County, Florida

STATE OF FLORIDA DIVISION OF VOCATIONAL REHABILITATION

Cynthia Gaber Date Area Director, State of Florida Division of Vocational Rehabilitation

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: Rick Beasley Date 6/26/19 Executive Director, SFWIB

RISK MANAGEMENT REVIEWED AND APPROVED [Signature] 6/12/19

PROCUREMENT MGT. SERVICES REVIEWED AND APPROVED [Signature] 6/12/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY SCHOOL BOARD ATTORNEY [Signature] 6/3/19

**THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: **South Florida Workforce Investment Board, The School Board of Miami-Dade County, Florida, The School Board of Monroe County, Florida, State of Florida Division of Vocational Rehabilitation**  
AGREEMENT NUMBER: **MOU-PY'19-01-00**

(For use Only When Agency Is a Governmental Entity)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Alberto M. Carvalho  
Superintendent, The School Board of  
Miami-Dade County, Florida

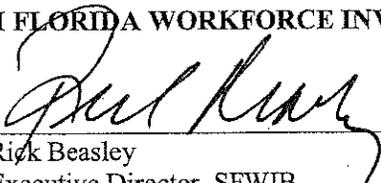
**THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**

BY:  \_\_\_\_\_ Date 7/24/2019  
Mark T. Porter  
Superintendent, The School Board of  
Monroe County, Florida

**STATE OF FLORIDA DIVISION OF VOCATIONAL REHABILITATION**

\_\_\_\_\_  
Cynthia Gaber  
Area Director, State of Florida  
Division of  
Vocational Rehabilitation  
Date \_\_\_\_\_

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:  \_\_\_\_\_ Date 8/8/19  
Rick Beasley  
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).

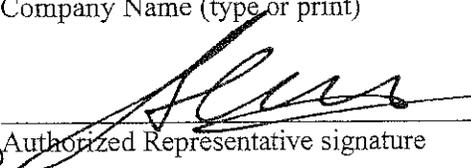
By signing this agreement, the **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services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

The School Board of Miami-Dade County, Florida  
Company Name (type or print)

TV  
1/13

  
Authorized Representative signature

6/17/19  
Date

**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.

Monroe County School District  
Company Name (type or print)

[Handwritten Signature]  
Authorized Representative signature

7/29/2015  
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: \_\_\_\_\_

AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

Note: A two (2) year expiration date is required in order to receive employment information

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 CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

Center staff \_\_\_\_\_

Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

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: \_\_\_\_\_

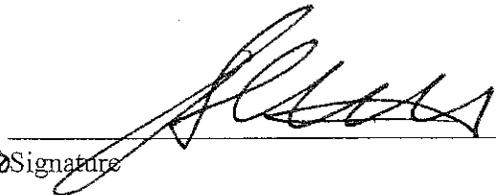
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

6/17/19  
\_\_\_\_\_  
Date

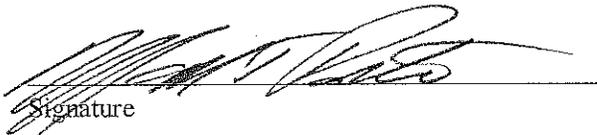
Superintendent of Schools  
\_\_\_\_\_  
Name and Title of Authorized Representative

The School Board of Miami-Dade County, Florida  
\_\_\_\_\_  
Name of Organization

**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, 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 Contractor 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

7/24/2019  
Date

Mark T. Porter, Superintendent  
Name and Title of Authorized Representative

Monroe County School District  
Name of Organization

**REFERRAL PROCEDURES  
FOR PARTNERS OUTSIDE THE CAREER CENTER**

The "**Universal Referral Form**" as set forth in **Attachment 8** has been designed to be used by the South Florida Workforce Investment Board's (SFWIB's) Partners for referrals. This referral form is designed to be utilized by the SFWIB's Partners outside the CareerSource centers and by the SFWIB CareerSource center staff for referral to partners/organizations that will assist SFWIB's participants.

- This form is for referral purposes only and not for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized only when a relationship has been established through an MOU between the SFWIB and the Agency/Partner.
- The form is to be electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a blind referral. A blind referral is when a person is given a copy of the form and no contact is established with the Agency/CareerSource center participant is being referred to. Contact must be established with the prospective Agency/CareerSource center prior to issuing a referral.
- Always use an individual's name (whether a Partner's staff name or an SFWIB's CareerSource center's staff name) on the form when transmitting the "Universal Referral Form."

**INTENTIONALLY LEFT BLANK**

# UNIVERSAL REFERRAL FORM

Attachment 8



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.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
ADAMS AND ASSOCIATES OF NEVADA, INC.**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center hereinafter referred to as "Miami Job Corps Center" or "Partner" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, In partnership with the U.S. Department of Labor, **Miami Job Corps Center** provides free education and training that helps young people earn their high school diploma or GED, learn a career, attend college and provide assistance in finding, and keeping, successful employment.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

#### **I. SCOPE OF WORK**

The Partner 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 Partner 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.

#### **II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

#### **III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

#### **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

**V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

**VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Adams and Associates of Nevada, Inc.:**

Roy A. Adams, President  
Adams and Associates of Nevada, Inc.  
10395 Double R Boulevard  
Reno, Nevada 89521

With copy to:

Mary Geoghegan, Center Director  
Miami Job Corps Center  
3050 NW 183<sup>rd</sup> Street  
Miami Gardens, Florida 33056

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

## **XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

## **XIII. GRIEVANCE PROCEDURES**

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

## **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

## **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

## **XVI. 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 United States Department of Health and Human Services 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.

## **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

## **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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).

## **XX. CODES OF CONDUCT**

The Partner 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.

**XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

**XXII. 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 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.

**XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

**XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

**XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections

80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

**THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: **Adams and Associates of Nevada, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-14-00**

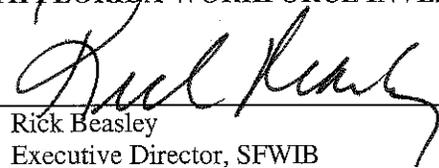
1a.   
Signature of Authorized Representative

8/9/19  
Date

2a. Mary Geoghegan  
Typed Name of Authorized Representative

3a. Center Director  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
Rick Beasley  
Executive Director, SFWIB

8/16/19  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**ADAMS AND ASSOCIATES OF NEVADA, INC.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center** (hereinafter the “**Miami Job Corps Center**”); seeks to provide employment assistance, training, mentoring and support services to eligible students whom successfully completed workforce services training. Through the SFWIB’s CareerSource centers, **Miami Job Corps Center** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that training, employment services are made available to eligible students, referred by **Miami Job Corps Center** to the **SFWIB**, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provide eligible students access to the following: assessment, career planning, On-the-Job Training (OJT), employers, and support services.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provide documentation and follow-up on the status of eligible students referred to **Miami Job Corps Center**, as requested.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to complete work registration for each eligible student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **Miami Job Corps Center** by the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
- In compliance with the Selective Service Act (only relevant for males 18-25); and
- Is a resident of Miami-Dade or Monroe Counties; and
- Identified as low-income; and/or
- Living in a high poverty area; and
- Meets one or more of the following barriers to employment, but are not limited to:
  - (a) Not attending any school (as defined under State law);
  - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
  - (c) Have one or more of the following barriers:
    - (1) A school dropout;
    - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
    - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
    - (4) An individual who is subject to the juvenile or adult justice system;
    - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
    - (6) An individual who is pregnant or parenting;
    - (7) An individual with a disability; and
    - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).

**B. Miami Job Corps Center shall:**

- Continue to provide one (1) staff for the North Miami Beach center on Tuesdays' from 9:00AM-1:00PM; four (4) hours a week.
  - Staff will document and follow-up with all Agency's participants receiving employment assistance and training referrals through this collaboration.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach CareerSource center and/or Youth Service Provider staff. A copy must be kept in each student's file.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to complete work registration for each student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **Miami Job Corps Center** to the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
  - A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
  - In compliance with the Selective Service Act (only relevant for males 18-25); and
  - Is a resident of Miami-Dade or Monroe Counties; and
  - Identified as low-income; and/or
  - Living in a high poverty area; and
  - Meets one or more of the following barriers to employment, but are not limited to:
    - (a) Not attending any school (as defined under State law);
    - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
    - (c) Have one or more of the following barriers:
      - (1) A school dropout;
      - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
      - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
      - (4) An individual who is subject to the juvenile or adult justice system;
      - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
      - (6) An individual who is pregnant or parenting;
      - (7) An individual with a disability; and
      - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).
- Continue to ensure referred eligible students applying for WIOA services, are made aware that they will be contacted by CareerSource center and/or Youth Service staff for a scheduled orientation and training enrollments depend on funding availability.
  - Continue to provide the North Miami Beach CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Miami Job Corps Center's** program for display.
  - Continue to document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **Miami Job Corps Center** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, the **Miami Job Corps Center** will:

**Exhibit A**

- Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
- Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
- Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

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**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter “Agreement” or “Contract”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB”), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center hereinafter referred to as “Miami Job Corps Center”) located at 10395 Double R Boulevard, Reno, Nevada 89521 (SFWIB and Miami Job Corps Center are collectively referred to as the “Parties” or “Partners”).

**WITNESSETH:**

**Whereas**, the SFWIB occupies **9,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 (“the Premises”); and

**Whereas**, Miami Job Corps Center provides education and career technical training through the Job Corps program; and

**Whereas**, the SFWIB desires to permit Miami Job Corps Center to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and Miami Job Corps Center agree the recitals above are incorporated herein and further agree as follows:

The SFWIB, by this Agreement, grants to Miami Job Corps Center , under the terms and conditions hereinafter set forth below, permission to occupy **48** square feet of space (“Cubicle”), as shown on the **Floor Plan** attached hereto as “**Attachment 1**,” and which is incorporated herein by reference. The Cubicle shall be occupied by one (1) staff member only, and only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties’ respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

Miami Job Corps Center shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

### Use of the Space

Miami Job Corps Center is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at Miami Job Corps Center for eligible individuals. Miami Job Corps Center shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by **Miami Job Corps Center** solely for the purpose of providing services in support of the **SFWIB's** goals, which include, but are not limited to provide assistance for potential enrollment at Miami Job Corps Center for eligible individuals.

**Miami Job Corps Center** agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the **SFWIB**. Upon failure of **Miami Job Corps Center** to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the **SFWIB**.

### Parking

**Miami Job Corps Center** shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### Infrastructure Cost Budget

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### Cost Allocation Methodology

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### Partner Contribution Amounts

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as **Miami Job Corps Center**.

### **Infrastructure Cost Sharing Payment**

Commencing on **July 1, 2019**, Miami Job Corps Center shall pay the total amount of **\$2,484.97** which is equivalent to **\$204.24** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a twelve (12) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$204.24** shall be paid, without demand, to the **SFWIB**. Miami Job Corps Center shall make all checks payable to the "**South Florida Workforce Investment Board**" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### **Cost Reconciliation and Allocation Base Update**

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - o Compare budgeted costs to actual costs;
  - o Update the allocation bases; and
  - o Apply the updated allocation bases, as described in the "Cost Allocation Methodology" section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner's monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi-annual period. The Partners understand that the timeliness of the **SFWIB**'s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. **Miami Job Corps Center** will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### Steps Utilized to Reach Consensus

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### Dispute and Impasse Resolution

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### Indemnification

The SFWIB shall indemnify and hold harmless **Miami Job Corps Center**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **Miami Job Corps Center** 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 Contract by the SFWIB or the SFWIB's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the SFWIB's behalf under this Contract. The SFWIB 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 **Miami Job Corps Center**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent and within the limitations of Section 768.28, Florida Statutes. Further, 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 SFWIB 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 \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SFWIB or any other governmental entity covered under Section 768.28, Florida Statutes, arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 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 SFWIB or the SFWIB's officers, employees, servants, agents, partners, principals or subcontractors.

**Miami Job Corps Center** 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, costs of defense and other litigation expenses, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by **SFWIB** or **Miami Job Corps Center's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **Miami Job Corps Center's** behalf under this Contract, including, but not limited to volunteers. **Miami Job Corps Center** 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, attorneys' fees and other litigation expenses which may issue thereon. **Miami Job Corps Center** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Miami Job Corps Center** shall in no way limit its responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

The provisions of this Indemnification shall survive the expiration of this Infrastructure Cost Sharing Agreement and shall terminate upon the expiration of all applicable statutes of limitation.

### **Termination**

The **SFWIB** or **Miami Job Corps Center** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **Miami Job Corps Center** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **Miami Job Corps Center** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

### **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 Adams and Associates of Nevada, Inc.:**

Roy A. Adams, President  
Adams and Associates of Nevada, Inc.  
10395 Double R Boulevard  
Reno, Nevada 89521

With copy to:  
Mary Geoghegan, Center Director  
Miami Job Corps Center

3050 NW 183<sup>rd</sup> Street  
Miami Gardens, Florida 33027

### **Amendments**

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

### **Association of Community Organizations for Reform Now (“ACORN”) Funding Restrictions Assurance**

As a condition of the Contract, **Miami Job Corps Center** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

### **Discriminatory Vendor**

**Miami Job Corps Center** shall disclose to the **SFWIB** if **Miami Job Corps Center** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

### **Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

### **Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

### **Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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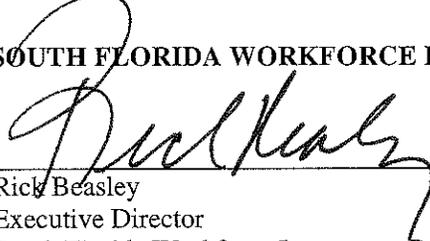
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-14-00 (EXHIBIT B)

ADAMS AND ASSOCIATES OF NEVADA, INC.

BY:  8/9/19  
Date  
Mary Geoghagan  
Center Director  
Adams and Associates of Nevada, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY:  8/16/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**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 CFR 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.

MIAMI JOB CORPS CENTER  
Company Name (type or print)

Mary Sue  
Authorized Representative signature

8/9/19  
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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_



## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

### 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: \_\_\_\_\_



ATTACHMENT E

**PROCUREMENT OF SERVICE PARTNERS**

# 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.

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**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.

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### **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

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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

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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.

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**WORKFORCE SERVICES  
CONTRACT BETWEEN THE  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
<CONTRACTOR>**

AWARDING AGENCY  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**AWARDING OFFICIAL CONTACT INFORMATION**

Name: Rick Beasley  
Title: Executive Director  
Telephone Number: (305) 929-1500  
Date of Notice: March 7, 2019  
R&D: No

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA AD: 17.258	AA322101855A12
WIOA DW: 17.278	AA322101855A12
WIOA RR: 17.278	AA322101855A12
TANF: 93.558	G-1901FLTANF
SNAP: 10.561	195FL413Q7503
UC: 17.225	UI-32593-19-55-A-12
RESEA: 17.225	UI-31530-18-60-A-12

**CONTRACTOR**

**TITLE OF CONTRACTOR'S PROGRAM**  
**"CareerSource center <Center>"**

**CONTRACT AMOUNT:**  
**\$0.00**

**INDEX CODE NUMBER:**

**CONTRACT NUMBER:**  
**WS-CC-PY'19-01-00**

**CONTRACT PERIOD:**  
**July 1, 2019 – June 30, 2020**

**ARTICLE I**

**INTRODUCTION AND CONDITIONS PRECEDENT**

**A. PARTIES TO CONTRACT**

This Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and <Agency> (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

**B. DEFINITIONS**

The Definitions for this Contract can be found in **Exhibit F, Definitions**.

**C. EFFECTIVE TERM**

This Contract shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB’s sole discretion, renew this Contract once for a (1) year performance period contingent upon satisfactory performance and availability of funding to the SFWIB upon such terms and conditions as the Parties agree to in writing.

**D. TOTAL PAYMENT**

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this performance fixed rate-based Contract shall not exceed **\$0.00** as distributed among the programs set forth in the table below and in accordance with **Exhibit D, Payment Provisions**, attached hereto and incorporated herein. If the SFWIB’s available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

Hialeah Downtown					SNAP: 10.561 (July to Sept)	SNAP: 10.561 (Oct to June)			
	WIOA AD: 17.258	WIOA DW: 17.278	WIOA RR: 17.278	TANF: 93.558			UC: 17.225	RESEA: 17.225	TOTAL
Total Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**E. STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY**

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work** and **Exhibit AA, Program Design and Service Delivery**, attached hereto and incorporated herein.

The Contractor shall implement the **Statement of Work** set forth in **Exhibit A** and the **Program Design and Service Delivery** set forth in **Exhibit AA**, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the **Statement of Work** or the **Program Design and Service Delivery** shall not be effective until approved, in writing, by the SFWIB.

**F. CONDITIONS PRECEDENT**

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor’s Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor’s governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation. A certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor’s most recent annual report has been filed; that Contractor’s status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Limited Liability Company (“LLC”) Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor shall have performed an annual certified public

accountant's opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013 The Contractor shall submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

## G. INSURANCE

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:

a. Commercial General Liability Insurance:

- i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
- ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to SFWIB is in excess of Contractor's coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor's coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor's performance of the Contract.

b. Automobile Liability Insurance:

- i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required with unimpaired coverage limits of at least One Million Dollars (\$1,000,000.00) combined single limit per accident. The endorsement of PIP must be added.
- ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.

c. Worker's Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker's compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker's compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker's compensation for Florida Department of Economic Opportunity (“DEO”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker's compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.

d. Employer's Liability Insurance: The Contractor shall secure employer's liability insurance with a

limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.

e. Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker's re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- ii. Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
  - Tax summary page or tax impound pages from your P.E.O., or
  - Bank statements showing payments/electronic funds transfers to the State, or
  - Copies of canceled checks

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

- f. Fidelity Bond Insurance: The Contractor shall provide fidelity bonding for ALL staff persons through the purchase of a blanket fidelity bond in an amount sufficient to cover **one hundred (100) percent** of the value of the total Contract amount. The certificate of bonding insurance must include a statement that names the SFWIB as the **Loss Payee** for any claim involving the SFWIB's funds or as **Trustee of the Bond** or as an **Additional Insured**.

2. Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract.**
  - b. **All Policies and Certificates of Bonding and Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
  - c. The Contractor may not incur any costs prior to the effective period of performance of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
  - d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
    - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
- or**
- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of bonding and insurance submitted to the SFWIB must provide the following information:

- i. The agency/individual/position that is insured/bonded;
  - ii. The amount of the bond or insurance policy;
  - iii. The beginning effective date of the policy and the expiration date of the policy;
  - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
  - v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract** set forth in sections 1-a, 1-b, 1-d, and 1-f above.
3. If an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
  4. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
  5. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
  6. Upon review of the Contractor's **Statement of Work, Exhibit A and Exhibit AA, Program Design and Service Delivery**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
  7. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.
  8. **Government Entities Only:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under Chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

## H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, , by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

## I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws,

regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement ("FDLE"), Volunteer & Employee Criminal History System ("VECHS") program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery**. No later than ten (10) business days **prior** to employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 1**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation ("FBI"), and may include local criminal history records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statutes, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.

6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 10**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** and the **Exhibit AA, Program Design and Service Delivery** without submitting the **Affirmation/Acknowledgement Form, Attachment 1**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 1**, and **Affidavit of Good Moral Character, Attachment 10**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of this Contract.
12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of this Contract.
13. From the initial **Level 2 background screening** date, and **every five (5) years thereafter, and upon re-employment or employment in a new or different position**, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

## **J. EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, Contractor shall:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and
2. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

**E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required E-verify Memorandum of Understanding ("MOU"); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

If Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

#### **K. IMMIGRATION REFORM AND CONTROL ACT**

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

#### **L. ANTI-NEPOTISM**

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

#### **M. CERTIFICATION OF CONDUCT**

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

**N. CODES OF CONDUCT**

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

The Contractor shall comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

**O. GRATUITIES**

The Contractor shall not accept a gift from, offer to give, or give any gift to, any **SFWIB member, SFWIB employee, SFWIB approved Training Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term “family member” includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term “gift” shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor’s name and description of the violation of this term to the state of Florida, Department of Management Services for the potential inclusion of the Contractor’s name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

**P. CODE OF BUSINESS ETHICS**

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit, prior to the execution of the Contract, a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

**END OF ARTICLE I**

## ARTICLE II

### GENERAL CONDITIONS

#### **A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION**

The Contractor shall adhere to the standards and requirements established under the SFWIB's formal solicitation for this Contract and Contractor's proposal pursuant to which this Contract was awarded and funded. The formal solicitation and Contractor's proposal are both incorporated herein by reference as if fully set forth in their entirety. If Contractor's proposal conflicts with the terms and conditions of this Contract, the terms and conditions in this Contract shall prevail and control.

#### **B. APPLICABLE LAWS**

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) ("WIOA") and Temporary Assistance to Needy Families ("TANF"), as may be amended from time to time, as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, TANF, 45 CFR Parts 260-265, and all other applicable federal regulations.

TANF funds must be used in accordance with the following:

- (1) Title IV Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193);
- (2) Provisions of 65A-4, Florida Administrative Code:  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=65A-4>; and
- (3) Provisions of the TANF State Plan:  
<http://www.dcf.state.fl.us/programs/access/docs/TANF-Plan.pdf>

#### **C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act ("FFATA") requires the full disclosure to the public of all entities or organizations receiving federal funds.

Definition. "Data Universal Numbering System ("DUNS") number," is the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award (2 CFR §200.32).

The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the SFWIB within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract.

#### **D. SELF-ASSESSMENT QUESTIONNAIRE**

The Contractor shall complete an annual **Exhibit C, Self-Assessment Questionnaire**, attached hereto and incorporated by reference herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Questionnaire to the SFWIB's Office of Continuous Improvement not later than thirty (30)

calendar days after the execution of this Contract as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference herein. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

## E. TERMINATION

Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

Termination by Contractor. The Contractor may terminate this Contract without cause by providing sixty (60) days' prior written notice to the SFWIB. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

Termination due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract for default and breach of Contract, including, but not limited to, for the reasons identified in **Section F, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Section G-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties.

In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

## F. BREACH OF CONTRACT

If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in **Exhibit A, Statement of Work, or Exhibit AA, Program Design and Service Delivery**, or both;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section N, Staffing Requirements** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities, and falsely reporting placements;
5. The Contractor moves or shares placements from one center to another, as set forth in **Exhibit D, Payment Provisions, Sections I-E and I-F** (applicable for Contractors with multiple centers);
6. The Contractor fails to submit the documentation required under **Article I-Section F, Conditions Precedent** of this Contract in accordance with the time periods set forth therein;
7. The Contractor does not furnish the Certificates of Insurance as required under **Article I-Section G, Insurance** of this Contract or as determined by the SFWIB;
8. The Contractor does not furnish proof of licensure or certification as required under **Article I-Section H, Licensing** of this Contract;
9. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I-Section I, Level 2 Background Screening** of this Contract;
10. The Contractor fails to comply with the Anti-Nepotism provision set forth in **Article I-Section L, Anti-Nepotism**;
11. The Contractor fails to comply with the Code of Business Ethics provision set forth in **Article I-Section P, Code of Business Ethics**;
12. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section O, Gratuities**;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
14. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** of this Contract;
15. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
16. The Contractor fails to comply with the requirements set forth in **Article III-Section G, Florida Public Records Law**;
17. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting** of this Contract;
18. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III-Section L, Information Security Obligations** of this Contract;
19. The Contractor fails to comply, in whole or in part, with **Article III-Section L, Information Security Obligations**;
20. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
21. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
22. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
23. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
24. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;

25. The Contractor fails to comply with **Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate**;
26. The Contractor fails to submit an invoice as set forth in **Article IV-Section H, Monthly Invoicing**, in accordance with the time periods set forth therein;
27. The Contractor fails to comply with the **Training Services Expenditure Requirement** set forth in **Article IV-Section K**;
28. The Contractor unlawfully discriminates under any of the applicable laws;
29. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner;
30. The Contractor fails to obtain the prior written approval of the SFWIB to allow any persons or entities, of any kind whatsoever, other than the Contractor to utilize in any way or manner any CareerSource center to provide information or services or products of any kind whatsoever to anyone;
31. The Contractor fails to obtain the prior written approval of the SFWIB to administer, disseminate or provide services, information, or products at any of the CareerSource center(s);
32. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
33. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
34. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of a breach of any provision of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

#### **G. BREACH OF CONTRACT: SFWIB REMEDIES**

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;

4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
5. Any other remedy available at law or equity or administratively.

#### **H. DAMAGES SUSTAINED**

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

#### **I. NOTICES**

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective Party.

#### **J. NOTIFICATION OF LEGAL ACTION**

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within **five (5)** days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

#### **K. OTHER NOTIFICATIONS**

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

#### **L. AUTONOMY**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

#### **M. INDEMNIFICATION**

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from

any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to DEO staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

2. Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Contract.

#### **N. PRIOR AGREEMENTS**

This Contract and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract which are not contained in this Contract or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### **O. JOINT PREPARATION**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

#### **P. NO ASSIGNMENT**

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

#### **Q. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

#### **R. SUBCONTRACTING**

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.
2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such

subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

#### **S. MODIFICATIONS**

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

#### **T. SEVERABILITY**

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

#### **U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES**

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the DEO website at: [www.floridajobs.org](http://www.floridajobs.org) or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

#### **V. CAREERSOURCE CENTER AND FURNITURE MAINTENANCE**

The Contractor shall maintain the material condition of the CareerSource center, furniture, and equipment/resources provided by the SFWIB in good working order. The Contractor shall timely report any adverse and unsafe condition(s) to the SFWIB's Facilities Unit to minimize further damage and liability.

Upon execution of the Contract, the Contractor's representative and a SFWIB Facilities Unit's staff member will conduct a walk-through inspection of the CareerSource center to document existing conditions within forty-five (45) days of Contract start date. The SFWIB's Facilities Unit will generate an inspection report which will reflect the conditions of the CareerSource center at the time of said inspection ("baseline conditions"). At all times during the Contract term, the Contractor shall be responsible for any material damage to the center, furniture and equipment beyond normal wear and tear. During the term of the Contract

the provider shall replace, in-kind, any damaged furniture or equipment in the CareerSource center and restore the CareerSource center to baseline conditions. Replacement furniture or equipment must be approved by the SFWIB's Facilities Unit's management prior to purchase. If the damaged items are not timely replaced, the Contractor's payment may be withheld until all matters are cleared. The SFWIB reserves the right to randomly inspect the CareerSource center with no advance notice.

Upon Contractor's failure to replace in-kind or restore facilities, furniture, and other equipment/resources provided by the SFWIB to baseline conditions as described above, the SFWIB at its sole option may perform the repairs and/or replacement and offset or deduct the cost from any payment due under this or any other contract or agreement.

#### **W. COPYRIGHT, PATENTS, RIGHT TO DATA**

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the state of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the state of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor shall prohibit such subcontractors, by written contract, from violating any of the terms of this **Section W**.

#### **X. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **Y. INTELLECTUAL PROPERTY RIGHTS**

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed under a federal grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, the Contractor must include the following language on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

**END OF ARTICLE II**

SAMPLE

## ARTICLE III

### PROGRAM MANAGEMENT

#### A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A, Statement of Work, Exhibit AA, Program Design and Service Delivery** and **Exhibit D, Payment Provisions** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

#### B. PROGRAM REPORTS

Data for reports shall be generated from the appropriate Management Information System(s) ("MIS"). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. The Contractor shall ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS. The Contractor shall submit the required reports in accordance with **Exhibit E, Reporting Requirements**.

#### C. SUPERVISORY CASE REVIEW

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with the SFWIB's procedural and performance requirements. The Contractor shall submit these case reviews to the SFWIB's Quality Assurance Unit in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

#### D. MONITORING

The Contractor shall permit, at any and all times, the SFWIB, and the SFWIB's, officers, authorized agents or employees, to perform random or scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract, conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB including but not limited to monitoring both fiscal and programmatic compliance with all the terms and conditions of this Contract.

The SFWIB shall communicate the monitoring results and findings to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or immediately terminate this Contract, in the sole discretion of the SFWIB.

#### E. FILE MAINTENANCE

##### 1. Case File

The Contractor shall maintain a separate individual case file for each participant served in accordance with the policies and procedures established by the SFWIB for participants enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the **Audit, Inspection and Access to Records** requirements under **Article III-Section H** of this Contract. **All case files shall be electronic only, hard copy files will not be accepted.**

2. Electronic

The Contractor shall update each electronic participant file in the applicable MIS to reflect the most current activity. Each entry must be supported by scanned copies of the appropriate documentation to support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

3. Error Rate

Although the Contractor shall submit the case file to the SFWIB electronically only, the Contractor shall maintain a hard copy for prior years' case files and electronic copy (all new case files) of each participant case file and maintain, at all times, a file maintenance error rate of not more than **three percent (3%)**.

Error Rate is defined as the percentage of findings from the quality assurance review of sampled programmatic participant files, utilizing the Supervisory Quality Assurance Case Reviews tool that can be accessed through the link provided below:

<http://intranet:18112/sites/intranet/requiredReports>

Failure to strictly comply with this provision shall result in financial consequences as set forth in **Exhibit AA, Article IV-Operational Requirements, Section C-Quality Assurance, Item B-7**.

4. Medical Records & Disability-Related Information

The Contractor shall keep all medical records and disability-related information, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured, area. The Contractor shall keep new records in electronic format only and in a secure medical records folder. The Contractor shall limit access to medical records and disability-related information to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file, to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

The Contractor shall keep all domestic violence records, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured area. The Contractor shall keep new records in electronic format only and in a secure legal record's folder. The Contractor shall limit access to domestic violence records to persons authorized by the Contractor when it is necessary to perform the services. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

The Contractor shall keep all background screening records, which are part of the case management process, in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to background screening records to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute

confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

**F. FILE OWNERSHIP**

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

**G. FLORIDA PUBLIC RECORDS LAW**

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
  - a) Keep and maintain public records required by the SFWIB to perform the services;
  - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
  - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**  
**Office of the Executive Director. Telephone: 305-929-1500**  
**South Florida Workforce Investment Board**  
**The Landing at MIA**  
**7300 Corporate Center Drive, Suite 500**  
**Miami, Florida 33126-1234**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this **Section G** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

**H. AUDIT, INSPECTION AND ACCESS TO RECORDS**

The Contractor shall permit the SFWIB or the SFWIB's designees, the state of Florida and the federal government or any other duly authorized agent of a governmental agency ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5) years** following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The Monitoring Agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the state of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

**I. RECORDS RETENTION**

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration or termination of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

## J. CONFIDENTIALITY OF RECORDS

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2**.

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
  - Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
  - Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
  - Employment and Related Services for Persons with Disabilities: Florida Statute 413;
  - Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
  - Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.
2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:
    - a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
    - b. The **Confidentiality Acknowledgement Form, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with **Article III-Section I, Records Retention** of this Contract. The Contractor shall maintain the completed confidentiality

forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

3. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

#### **K. VIOLATION OF THE PRIVACY ACT**

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

#### **L. INFORMATION SECURITY OBLIGATIONS**

The Contractor shall abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD")/Employ Monroe ("EM"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III-Section J, Confidentiality of Records.**
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic

interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.

- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at [helpdesk@careersourcesfl.com](mailto:helpdesk@careersourcesfl.com) with the appropriate system form, as follows:
  - EMD/EM/OSST - DEO Information Systems Security Agreement/Confidentiality Form.
  - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") – CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
  - Florida – Florida Department of Children & Families' ("DCF's") System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s), as follows:
  - DEO CONNECT Form ISU-38
  - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Section L, Information Security Obligations**, shall constitute a breach of this Contract.

**M. PELL GRANT AND OTHER FINANCIAL AID**

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating Individual Training Account (“ITA”)/scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant’s case file that specifies that the training institution or program is non-PELL eligible.

The Contractor which issues ITA/scholarships shall assist all of the SFWIB’s program participants in applying for financial aid, including, but not limited to, the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the Free Application for Federal Student Aid and a Student Aid Report from the Department of Education in each program participant’s case file.

**N. STAFFING REQUIREMENTS**

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor’s contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein. In the event the SFWIB determines that the Contractor’s staffing levels do not conform to those in the Contractor’s approved budget, or the SFWIB’s minimum staffing requirements as set forth **Exhibit K, Required Staffing Levels**, attached hereto and incorporated by reference as if fully set forth herein, the SFWIB shall advise the Contractor in writing and the Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply shall result in a financial penalty of **two percent (2%)** of the **Total Contract Amount** every month for each month that the center is understaffed. If a center achieves all of the monthly goals (including all of the WIOA hard-to-serve categories), set forth in **Attachment 1-Part A and Part AA, Payment Provision Table-Exhibit D** and does not have the required minimum staffing, that center will be exempt from penalty as long as it is within seventy-five percent (75%) of the maximum staffing level. Failure to comply with the required staffing levels may be considered a breach of this Contract. Budget modifications may be required when vacancies are not filled within the specified time frame and result in program income in accordance with **Article IV-Section B, Program Income**.

**O. TRAINING OF STAFF**

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
  - Required Participant File Contents (In accordance with the SFWIB’s Policies and Procedures)
  - Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB’s Policies and Procedures)
  - Required credentialing and skills standards (In accordance with the SFWIB’s Policies and Procedures)
  - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
  - Contracts Management/Administration (45 CFR 74.21)
2. The Contractor shall ensure that all employees receive appropriate training regarding **Emergency Preparedness**, including, but not be limited to:

- building fire; forest fire; hazardous material; flood; hurricane; tornado; earthquake; communications failure; civil disturbance; explosion; bomb threat; technological emergencies; workplace violence; terrorism and workplace injury/accident.

**P. GRIEVANCE PROCEDURES**

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

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

[http://www.careersourcesfl.com/GrievanceProcedures/CSSF\\_GrievanceProcedures\\_English.pdf](http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf)

**Q. LIMITED ENGLISH PROFICIENCY (LEP)**

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

The Contractor shall conduct an annual two-week assessment beginning on **April 1, 2020** and ending on **April 12, 2020**, of the languages spoken by LEP customers, as required by the SFWIB's Policies and Procedures. The results of the survey shall be tabulated and submitted to the SFWIB's Program Administrator not later than **April 19, 2020** as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

**R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

**S. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through, and preapproved by, the SFWIB, and shall state that the program is funded through the SFWIB. The Contractor that receives funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements. .

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

The Contractor shall incorporate the “**American Job Center**” or “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR § 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900a). Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

1. Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials;
2. Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

The logo for “**a proud partner of the American Job Center network**” is available at [www.dol.gov/ajc](http://www.dol.gov/ajc).

**END OF ARTICLE III**

SAMPLE

## ARTICLE IV

### FISCAL MANAGEMENT

#### A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

The Contractor shall maintain the Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP"); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission; and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

#### B. PROGRAM INCOME

##### 1. Program Income Shall Be Forthwith Remitted to the SFWIB

The Contractor shall report and remit Program Income as defined in **Exhibit F, Definitions**, attached hereto and incorporated by reference herein, realized in operating a program under this Contract, or any modification hereto, and to the SFWIB at the end of each quarter during which the income was realized.

The Contractor shall ensure that the audit performed in accordance with Article I, Section F-5 shall contain a schedule detailing program income realized under this Contract.

##### 2. Contractor's Use of Program Income

WIOA regulations require that Program Income be added to the total Contract award and used to provide the same services as stated in the original Contract. If Program Income is added to the Contractor's budget in accordance with the modification provisions under this Contract, that income must comply with the terms and conditions governing all funds awarded under this Contract.

**The Contractor must remit program income, for non-WIOA funds, in excess of one hundred dollars (\$100.00) to the SFWIB not later than thirty (30) days after the end of quarter.**

#### C. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discover that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the

earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

#### **D. DEOBLIGATION FOR NON-PERFORMANCE**

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

#### **E. VOLUNTARY DEOBLIGATION**

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

#### **F. BUDGET SUMMARY**

The SFWIB shall pay the Contractor in accordance with **Exhibit D, Payment Provisions** only for funds earned under this Contract as set forth therein.

The Contractor agrees that **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E.

The Contractor shall incur costs and expend funds earned under this Contract in accordance with **Exhibit H, Budgets for Administrative Costs and Program Costs**. The Contractor acknowledges and understands that the SFWIB's approval of its budget, the Contractor's execution of this Contract and receipt of funds for workforce services, does not render the SFWIB liable for payment or reimbursement of costs incurred by the Contractor for budgeted line items under this Contract.

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor may shift funds within the Contractor's program line item budget. Notwithstanding the above, if the Contractor wishes to shift funds greater than: (1) fifteen percent (15%) in any budgeted position's salary; or (2) fifteen percent (15%), but not less than \$950.00, in any line item, the Contractor shall obtain SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure, notwithstanding the prior approval of the same.

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. The assigned Contract Manager shall be set forth in the letter awarding funds for this Contract, incorporated by reference herein. Budget modifications approved by both the Contractor and the SFWIB shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's written approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, at the end of the second (2<sup>nd</sup>) program year quarter, not later than December 31, and a final fourth (4<sup>th</sup>) quarter modification shall be allowed and submitted, not later than June 15. In the event that the Contractor's contract is not renewed for another term, the Contractor may submit a final modification within ten (10) business days after being notified of the non-renewal.

Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein.

Final line-item adjustment(s) shall be allowed as set forth in **Article IV-Section O, Financial Closeout**.

## G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

[http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb\\_indirectcostadminpolicy\\_final\\_-20160805.pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2)

B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the **Exhibit H-Budget for Administrative Costs and Program Costs**. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

<http://www.floridajobs.org/FMSAS/Monitoring/AgencyIssued/Cost%20Allocation%20Plan%20Guidance%20-%20RWB.pdf>

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of 30 days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10%

indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the indirect cost rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in **Article III-Section H, Audit, Inspection and Access to Records** and **Article III-Section I, Records Retention**. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in **cost disallowances** by the SFWIB.

Failure to comply with this **Section G** may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in **Article II-Section G, Breach of Contract: SFWIB Remedies**.

## H. MONTHLY INVOICING

1. **Performance Payment Invoice (Exhibit J).** Upon performing Automated Performance Invoicing Process ("APIP") system verifications, the SFWIB's staff generates the **Performance Payment Invoice, Exhibit J** the following month in which the services were provided. The Contractor shall review and submit the **Performance Payment Invoice, Exhibit J** along with the request for payment as described below.
2. **Requests for Payment.** The SFWIB shall pay all allowable costs or services incurred by the Contractor in accordance with the terms of the **Payment Provisions (Exhibit D)**, which are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
3. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed **Contract Invoice (Exhibit I)**, an original signed **Performance Payment Invoice (Exhibit J)**, a **Balanced Scorecard Report - Employment Summary** and a **Year-to-Date General Ledger**, and as applicable, "**Adjustments for Previously Paid Placements**" form and "**Placement Change Requests**" form, all of which are attached hereto and incorporated b herein.

The Contractor must submit the original invoice package not later than **two (2) business** days after receipt of the electronic notification from the SFWIB of the final **Performance Payment Invoice, Exhibit J**. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)** which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, Balanced Scorecard Report - Employment Summary, Year-to-Date General Ledger, and any applicable "Adjustments for Previously Paid Placements" or

“Placement Change Requests” forms, in manner deemed correct and acceptable by the SFWIB and by the due date (not later than **two (2) business** days after the SFWIB’s notification), shall be considered a breach of this Contract.

The Contractor shall maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article III, Section I-Records Retention** and **Article III, Section H, Audit, Inspection and Access to Records**.

4. **Employment Verification Requirement.** A completed **Employment Verification Form (Attachment 2 of Exhibit A)** is required for all **Direct Job Placement’s (“DJP”)** employment/placement verifications along with any supporting documents as set forth in **Exhibit AA, Program Design and Service Delivery**. The Contractor shall submit an Employment Verification Form for each **DJP** listed on the Contractor’s monthly invoice in the APIP system at the time of submission of said invoice in the APIP system. Employment Verifications shall be submitted electronically to the SFWIB’s Wagner-Peyser Program Manager. The SFWIB shall make payment only for placements where an **Employment Verification Form** with the required supporting documentation has been received.
5. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. The Contractor’s shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.
6. **Cost Reimbursement.** The SFWIB, in its sole discretion, may approve payment to the Contractor for a specific month(s) on a cost reimbursement basis due to circumstances beyond the Contractor’s control. For the purposes of this Contract, circumstances beyond the Contractor’s control are defined as catastrophic events or other occurrences that prevent the Contractor from the normal operation of a career center in delivering workforce services for a period of **no less** than thirty (30) days. The Contractor must render services as set forth in **Exhibit A, Statement of Work** and **Exhibit AA, Program Design and Service Delivery**, and the costs must be allowable under the SFWIB’s guidelines for the SFWIB to consider approval of cost reimbursement payment(s). If approved for cost reimbursement, as set forth herein, to receive payment for allowable costs the Contractor shall submit an original signed **Contract Invoice (Exhibit I)** along with both a year-to-date and general ledger and a specific month’s payroll register. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered.

#### **I. LATE INVOICING**

Invoices submitted after the due date as specified in **Section H- Monthly Invoicing** above, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

A contractor experiencing problems accessing/submitting their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. **Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.**

## J. PARTICIPANT COSTS

### 1. WIOA Adults, Dislocated Workers (“DW”) and Rapid Response (“RR”) programs:

- **Participant Training Costs:** the SFWIB shall provide the Contractor an initial allocation of training costs (ITA, On-the-Job Training (“OJT”), and Paid Work Experience (“PWE”)), which shall be available through the use of the WFMS.
- **Participant Transportation and Support Services Costs:** the SFWIB shall provide the Contractor an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among participant costs in the Adults, DW, and RR programs. The Contractor may submit a final request for transfer, not later than **June 14**.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (ITA, OJT, PWE, transportation and support services). The Contractor may submit a final request for transfer, not later than **June 14**.
- The transfer of funds may be approved or denied in the SFWIB’s sole discretion.
- Thirty percent (30%) of the total initial training costs allocation is allocated to OJT:
  - At a minimum the Contractor shall expend forty percent (40%) of the total training costs allocation on the combined expenditure for OJT and PWE/Transitional jobs.
  - The Contractor may only expend up to ten percent (10%) of the training costs allocation for PWE/Transitional Jobs.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

### 2. Trade Adjustment Act (“TAA”) program:

- **Participant Training Costs:** the Contractor shall receive an allocation of training costs (ITA only) when there is a participant that qualified under this program, which shall be available through the use of the WFMS. CareerSource designated staff must be informed in writing of a request for funds available.

### 3. TANF Program:

- **Participant Training Costs:** the Contractor shall receive an initial allocation of training costs (ITA only), which shall be available through the use of the WFMS.
- **Participant Transportation and Support Services Costs:** the Contractor shall receive an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (training, transportation and support services). The Contractor may submit a final request for transfer, not later than **June 14**.
- The transfer of funds may be approved or denied in the SFWIB’s sole discretion.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget

modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

#### **4. Utilization of Funds**

- Total participant costs by funding stream are set forth in **Article I, Section D-Total Payment**. The Contractor shall receive written notification from the SFWIB with the breakdown among the cost categories: (1) Training funds (ITA, OJT, and PWE) (2) Transportation and (3) Support Services.
- The SFWIB shall make the participant costs available to the Contractor through the use of the WFMS.
- The Contractor shall issue vouchers for ITAs which will be paid directly to the Training Vendor by the SFWIB.
- The Contractor shall pay for participant costs directly, except for ITAs, and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in **PY19-20**, the Contractor shall generate WFMS vouchers **not later than June 29, 2020 at noon (12:00 p.m.)**.
- The Contractor shall effectively manage and spend the participant costs funds (Training, OJT, PWE, transportation and support services) allocated during this Contract period.
- The Contractor shall work with the Training Vendor and SFWIB to reconcile discrepant participant training related data. The Contractor shall verify the accuracy of the data entered by the Training Vendor in the participant training performance data into the Reconciliation Tool section of the WFMS. The Contractor shall ensure that all required fields are reconciled at least on a monthly basis.
- A WFMS Reconciliation Tool-generated Training Discrepancy Report will be available on the 11<sup>th</sup> of each month, at which time the Contractor shall review, update and correct all training and placement discrepant data indicated in the report on or before the 16<sup>th</sup> of each month.
- The Contractor shall monitor and reconcile all WFMS issued voucher payments, void those vouchers and close the programs where the participant has withdrawn from training.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB may monitor Contractor's utilization of these funds. The SFWIB may also de-obligate or re-obligate said funds, if the Contractor demonstrates an inability to effectively manage the funds allocated.
- The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion of the allocation that is over-utilized during the term of this Contract. The SFWIB shall not reimburse the Contractor for any costs incurred over the participant allocations in WFMS.

#### **K. TRAINING SERVICES EXPENDITURE REQUIREMENT**

The Contractor shall expend one-hundred percent (100%) of the WIOA funds allocated for authorized ITA expenditures. Authorized ITA expenditures may only include tuition, books and fees of training vendors and other training services prescribed and authorized by the WIOA and the SFWIB.

Failure to comply with this requirement shall constitute a breach of this Contract and may result in financial consequences and/or non-consideration for future funding.

## L. PROCUREMENT REQUIREMENTS

The Contractor shall adhere to the following procurement requirements when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements, construction, maintenance, professional and consultant services, necessary to perform the services and obligations of the Contractor pursuant to this Contract.

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a request for proposal or request for qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.
2. Except as otherwise stated herein, procurement actions with a cost per item that exceed five hundred dollars (\$500.00) shall be purchased by the SFWIB at the sole discretion of the SFWIB.
3. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of cost, shall be the sole responsibility of the Contractor.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), for computers, or for any software application to be installed on computers purchased by the SFWIB, regardless of cost, shall be purchased by the SFWIB at the sole discretion of the SFWIB.
5. Procurement actions to renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is not the lessee shall be approved, in writing by the SFWIB prior to the initiation of procurement by the Contractor. The Contractor shall not renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is the lessee.
6. The Contractor shall not enter into professional services agreements or subcontracts to render services described in **Exhibit A, Statement of Work** and **Exhibit AA, Program Design and Service Delivery**, without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this section have been followed.
9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:  
  
[http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/CSSF\\_Service%20Provider%20Procurement%20Form.pdf](http://intranet.careersourcesfl.com:18112/sites/intranet/requiredReports/Shared%20Documents/CSSF%20Docs/Procurement/CSSF_Service%20Provider%20Procurement%20Form.pdf)
10. The Contractor shall reimburse the SFWIB for any procurement action resulting from the Contractor's submission of a procurement request as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

## M. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

## N. INVENTORY

The SFWIB generates the capital inventory report and transmits to the Contractor along with written instructions specifying the due date for submission to the SFWIB. The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds and shall submit a completed, signed and dated capital inventory report electronically to the SFWIB's Facilities Unit. Thereafter, the original capital inventory report shall be hand delivered or mailed, to the SFWIB's Facilities Unit as set forth in the written instructions. .

Immediately upon discovery, the Contractor shall notify the SFWIB, in writing, of any property loss with the date and reason(s) for the loss.

The SFWIB shall conduct random and scheduled inventory reviews at the Contractor's location(s) throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement to the SFWIB, based upon the SFWIB's depreciated value of the missing item(s).

The Contractor may utilize such property for another SFWIB-funded activity with the SFWIB's prior written approval. The Contractor may not sell, trade, transfer, dispose, or remove any property without the express written consent of the SFWIB.

Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the SFWIB and said property shall be transferred to the SFWIB upon completion or termination of this Contract, unless otherwise authorized in writing by the SFWIB.

- **Nonexpendable.** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant. Non-expendable property includes, but not limited to, equipment and office furniture.

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share of the supplies' value, as determined by a depreciated value. The amount of compensation shall be computed in the same manner as for non-expendable property.

## O. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of

the changes, in the total funding is zero.

**Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.**

**The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.**

**P. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY**

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with section 445.007(10) by CareerSource Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

**Q. EXPENDITURE FOR TRAVEL EXPENSES**

The Contractor shall comply with section 112.061, Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the DEO website at: [www.floridajobs.org](http://www.floridajobs.org).

**R. SALARY & BONUS LIMITATION**

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 114-113. **The incurrence of costs and receipt of reimbursements for such costs under this Contract certifies that the Contractor has read and is in compliance with the above-noted special condition. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, which can be found at the link below, effective January 2018, Executive Level II salary is \$189,600.00, as:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/executive-senior-level>

The Contractor shall complete and submit on or before **March 1, 2020**, an **Annual ETA Salary Cap Analysis -Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit

shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the “South Florida Workforce Investment Board” for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

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

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

**T. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS**

The Contractor shall not use federal funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

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

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**V. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00. (2 CFR §215.48).

**END OF ARTICLE IV**

## ARTICLE V

### ASSURANCES AND CERTIFICATIONS

#### **A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)**

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information (“PHI”) as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information (“IIHI”) and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order (“AO”) 10-11. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

#### **B. INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE**

The requirements of “the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes” set forth in **Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** (as modified in 2012 to comply with the Legislature’s adoption of Chapter 201229, Laws of Florida) attached hereto are incorporated herein by reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9**.

**C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 6**.

**D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE**

The Contractor shall comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)**

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, including the assurances required by this section.

**I. PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act, section 287.133, Florida Statutes, and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

**J. SARBANES-OXLEY ACT OF 2002**

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (“SOX”) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section.

**K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (“ACORN”) FUNDING RESTRICTIONS ASSURANCE**

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

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section.

**L. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST, OR COMPANIES ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA**

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba and Syria during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor’s compliance with this section.

**M. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL**

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor’s compliance with this section.

**N. DISCRIMINATORY VENDORS**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section.

**O. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

If this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency ("EPA"). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

**P. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT**

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act**.

**Q. ENVIRONMENTAL TOBACCO SMOKE**

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

**R. CHILD LABOR LAWS**

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

**S. 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 United States Department of Health and Human Services program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

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

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

**T. CHARITABLE CHOICE (45 CFR § 260.34)**

A state or local government in its use of federal TANF or state Maintenance of Effort ("MOE") funds shall

not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

#### **U. VETERANS' PRIORITY PROVISIONS**

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

#### **V. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### **W. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

#### **X. ASSURANCES – NON-CONSTRUCTION PROGRAMS**

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 8**.

#### **Y. INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

#### **Z. COMPLIANCE WITH THE HATCH ACT**

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),

which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**AA. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**BB. COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**CC. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**DD. WHISTLEBLOWER'S ACT**

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**END OF ARTICLE V**

**SIGNATORY FORM**

**THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: <Agency>  
PROGRAM ENTITLED: "CareerSource center: <Center>"  
CONTRACT NUMBER: WS-CC-PY'19-01-00  
CFDA NUMBERS: WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;  
TANF: 93.558; SNAP: 10.561; UC: 17.225; RESEA: 17.225.

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When the Contractor is an LLC)  
**FOR LLC MEMBERS AND MANAGERS AS SET FORTH HEREIN**

1a. _____	1b. _____
<b>Signature and Date</b> of Persons Signing on Behalf of LLC	
2a. _____	2b. _____
Type Name of Persons Signing on Behalf of LLC	
3a. _____	3b. _____
Title(s) of Persons Signing on Behalf of LLC	
4a. _____	4b. _____
Signature of Person Attesting to Signature that appears on Line 1a	Signature of Person Attesting to Signature that appears on Line 1b

1c. _____	1d. _____
<b>Signature and Date</b> of Persons Signing on Behalf of LLC	
2c. _____	2d. _____
Type Name of Persons Signing on Behalf of LLC	
3c. _____	3d. _____
Title(s) of Persons Signing on Behalf of LLC	
4c. _____	4d. _____
Signature of Person Attesting to Signature that appears on Line 1c	Signature of Person Attesting to Signature that appears on Line 1d

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

\_\_\_\_\_  
Rick Beasley  
Executive Director, SFWIB

\_\_\_\_\_  
Date

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**EXHIBITS:**

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- Attachment 2 - Confidentiality Agreement**
- Attachment 3 - Individual Non-Disclosure and Confidentiality Certification Form**
- Attachment 4 - Confidentiality Acknowledgement**
- Attachment 5 - CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy**
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ATTACHMENT F

**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.

ATTACHMENT G

**INFRASTRUCTURE FUNDING AGREEMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
ADAMS AND ASSOCIATES OF NEVADA, INC.**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center hereinafter referred to as "Miami Job Corps Center" or "Partner" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, In partnership with the U.S. Department of Labor, **Miami Job Corps Center** provides free education and training that helps young people earn their high school diploma or GED, learn a career, attend college and provide assistance in finding, and keeping, successful employment.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

#### **I. SCOPE OF WORK**

The Partner 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 Partner 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.

#### **II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

#### **III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

#### **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

**V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

**VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Adams and Associates of Nevada, Inc.:**

Roy A. Adams, President  
Adams and Associates of Nevada, Inc.  
10395 Double R Boulevard  
Reno, Nevada 89521

With copy to:

Mary Geoghegan, Center Director  
Miami Job Corps Center  
3050 NW 183<sup>rd</sup> Street  
Miami Gardens, Florida 33056

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

## **XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

## **XIII. GRIEVANCE PROCEDURES**

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

## **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

## **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

## **XVI. 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 United States Department of Health and Human Services 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.

## **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

## **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

## **XX. CODES OF CONDUCT**

The Partner 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.

**XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

**XXII. 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 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.

**XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

**XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

**XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections

80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **Adams and Associates of Nevada, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-14-00**

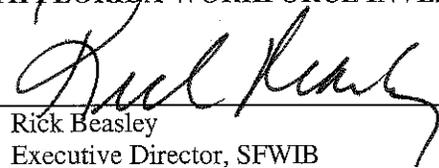
1a.   
Signature of Authorized Representative

8/9/19  
Date

2a. Mary Geoghegan  
Typed Name of Authorized Representative

3a. Center Director  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
Rick Beasley  
Executive Director, SFWIB

8/16/19  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**ADAMS AND ASSOCIATES OF NEVADA, INC.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center** (hereinafter the “**Miami Job Corps Center**”); seeks to provide employment assistance, training, mentoring and support services to eligible students whom successfully completed workforce services training. Through the SFWIB’s CareerSource centers, **Miami Job Corps Center** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that training, employment services are made available to eligible students, referred by **Miami Job Corps Center** to the **SFWIB**, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provide eligible students access to the following: assessment, career planning, On-the-Job Training (OJT), employers, and support services.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff provide documentation and follow-up on the status of eligible students referred to **Miami Job Corps Center**, as requested.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to complete work registration for each eligible student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **Miami Job Corps Center** by the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
- In compliance with the Selective Service Act (only relevant for males 18-25); and
- Is a resident of Miami-Dade or Monroe Counties; and
- Identified as low-income; and/or
- Living in a high poverty area; and
- Meets one or more of the following barriers to employment, but are not limited to:
  - (a) Not attending any school (as defined under State law);
  - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
  - (c) Have one or more of the following barriers:
    - (1) A school dropout;
    - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
    - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
    - (4) An individual who is subject to the juvenile or adult justice system;
    - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
    - (6) An individual who is pregnant or parenting;
    - (7) An individual with a disability; and
    - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).

**B. Miami Job Corps Center shall:**

- Continue to provide one (1) staff for the North Miami Beach center on Tuesdays' from 9:00AM-1:00PM; four (4) hours a week.
  - Staff will document and follow-up with all Agency's participants receiving employment assistance and training referrals through this collaboration.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach CareerSource center and/or Youth Service Provider staff. A copy must be kept in each student's file.
- Continue to ensure that the North Miami Beach CareerSource center operator and/or Youth Service Provider staff work to complete work registration for each student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **Miami Job Corps Center** to the **SFWIB**, where applicable.
- Continue to ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
  - A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
  - In compliance with the Selective Service Act (only relevant for males 18-25); and
  - Is a resident of Miami-Dade or Monroe Counties; and
  - Identified as low-income; and/or
  - Living in a high poverty area; and
  - Meets one or more of the following barriers to employment, but are not limited to:
    - (a) Not attending any school (as defined under State law);
    - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
    - (c) Have one or more of the following barriers:
      - (1) A school dropout;
      - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
      - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
      - (4) An individual who is subject to the juvenile or adult justice system;
      - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
      - (6) An individual who is pregnant or parenting;
      - (7) An individual with a disability; and
      - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).
- Continue to ensure referred eligible students applying for WIOA services, are made aware that they will be contacted by CareerSource center and/or Youth Service staff for a scheduled orientation and training enrollments depend on funding availability.
  - Continue to provide the North Miami Beach CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Miami Job Corps Center's** program for display.
  - Continue to document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **Miami Job Corps Center** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, the **Miami Job Corps Center** will:

**Exhibit A**

- Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
- Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
- Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

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**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter “Agreement” or “Contract”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB”), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center hereinafter referred to as “Miami Job Corps Center”) located at 10395 Double R Boulevard, Reno, Nevada 89521 (SFWIB and Miami Job Corps Center are collectively referred to as the “Parties” or “Partners”).

**WITNESSETH:**

**Whereas**, the SFWIB occupies **9,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 (“the Premises”); and

**Whereas**, Miami Job Corps Center provides education and career technical training through the Job Corps program; and

**Whereas**, the SFWIB desires to permit Miami Job Corps Center to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the SFWIB and Miami Job Corps Center agree the recitals above are incorporated herein and further agree as follows:

The SFWIB, by this Agreement, grants to Miami Job Corps Center , under the terms and conditions hereinafter set forth below, permission to occupy **48** square feet of space (“Cubicle”), as shown on the **Floor Plan** attached hereto as “**Attachment 1**,” and which is incorporated herein by reference. The Cubicle shall be occupied by one (1) staff member only, and only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties’ respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

Miami Job Corps Center shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

## Use of the Space

Miami Job Corps Center is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at Miami Job Corps Center for eligible individuals. Miami Job Corps Center shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by **Miami Job Corps Center** solely for the purpose of providing services in support of the **SFWIB's** goals, which include, but are not limited to provide assistance for potential enrollment at Miami Job Corps Center for eligible individuals.

**Miami Job Corps Center** agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the **SFWIB**. Upon failure of **Miami Job Corps Center** to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the **SFWIB**.

## Parking

**Miami Job Corps Center** shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

## Infrastructure Cost Budget

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

## Cost Allocation Methodology

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

## Partner Contribution Amounts

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as **Miami Job Corps Center**.

### **Infrastructure Cost Sharing Payment**

Commencing on **July 1, 2019**, Miami Job Corps Center shall pay the total amount of **\$2,484.97** which is equivalent to **\$204.24** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a twelve (12) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$204.24** shall be paid, without demand, to the **SFWIB**. Miami Job Corps Center shall make all checks payable to the “*South Florida Workforce Investment Board*” and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### **Cost Reconciliation and Allocation Base Update**

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - o Compare budgeted costs to actual costs;
  - o Update the allocation bases; and
  - o Apply the updated allocation bases, as described in the “Cost Allocation Methodology” section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner’s monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi- annual period. The Partners understand that the timeliness of the **SFWIB**’s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. **Miami Job Corps Center** will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### Steps Utilized to Reach Consensus

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### Dispute and Impasse Resolution

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### Indemnification

The SFWIB shall indemnify and hold harmless **Miami Job Corps Center**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **Miami Job Corps Center** 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 Contract by the SFWIB or the SFWIB's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the SFWIB's behalf under this Contract. The SFWIB 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 **Miami Job Corps Center**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent and within the limitations of Section 768.28, Florida Statutes. Further, 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 SFWIB 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 \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SFWIB or any other governmental entity covered under Section 768.28, Florida Statutes, arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 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 SFWIB or the SFWIB's officers, employees, servants, agents, partners, principals or subcontractors.

**Miami Job Corps Center** 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, costs of defense and other litigation expenses, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by **SFWIB** or **Miami Job Corps Center's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **Miami Job Corps Center's** behalf under this Contract, including, but not limited to volunteers. **Miami Job Corps Center** 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, attorneys' fees and other litigation expenses which may issue thereon. **Miami Job Corps Center** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Miami Job Corps Center** shall in no way limit its responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

The provisions of this Indemnification shall survive the expiration of this Infrastructure Cost Sharing Agreement and shall terminate upon the expiration of all applicable statutes of limitation.

### **Termination**

The **SFWIB** or **Miami Job Corps Center** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **Miami Job Corps Center** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **Miami Job Corps Center** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

### **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 Adams and Associates of Nevada, Inc.:**

Roy A. Adams, President  
Adams and Associates of Nevada, Inc.  
10395 Double R Boulevard  
Reno, Nevada 89521

With copy to:  
Mary Geoghegan, Center Director  
Miami Job Corps Center

3050 NW 183<sup>rd</sup> Street  
Miami Gardens, Florida 33027

### **Amendments**

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

### **Association of Community Organizations for Reform Now (“ACORN”) Funding Restrictions Assurance**

As a condition of the Contract, **Miami Job Corps Center** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

### **Discriminatory Vendor**

**Miami Job Corps Center** shall disclose to the **SFWIB** if **Miami Job Corps Center** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

### **Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

### **Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

### **Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

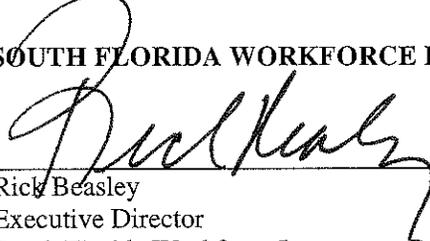
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-14-00 (EXHIBIT B)

ADAMS AND ASSOCIATES OF NEVADA, INC.

BY:  8/9/19  
Date  
Mary Geoghagan  
Center Director  
Adams and Associates of Nevada, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY:  8/16/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**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 CFR 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).

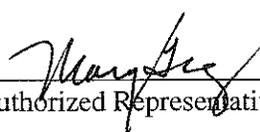
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), 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.

MIAMI JOB CORPS CENTER  
Company Name (type or print)

  
Authorized Representative signature

8/9/19  
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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_



## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

### 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  
GANG ALTERNATIVE, INC.**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), Gang Alternative, Inc. hereinafter referred to as “Partner” or “Agency” (SFWIB and the Partner are collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act; and

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), 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 which comprise the Area’s One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area; and

**WHEREAS**, the SFWIB’s delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs; and

**WHEREAS**, the Partner community-based organization with the continuing purpose of preventing violence and delinquency while promoting self-sufficiency; and is a second chance funding grant recipient; and

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State; and

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system; and

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop Delivery System” (20 CFR Section 678.300); and

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) promoting improvement in the structure and delivery of services; (d) increasing the prosperity of workers and employers; and (e) 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;

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **January 1, 2020**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition of the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the

Partner assures that it shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality**

**Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## **VII. INDEMNIFICATION**

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## **VIII. TERMINATION**

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

**IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Gang Alternative, Inc.:**

Michael J. Nozile, Sr., President/CEO  
Gang Alternative, Inc.  
12000 Biscayne Blvd, Suite 402  
Miami, Florida 33181

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, and the attachments and exhibits specified below incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB.

Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

**THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: **Gang Alternative, Inc.**  
AGREEMENT NUMBER: **MOU-PT-PY'19-18-00**

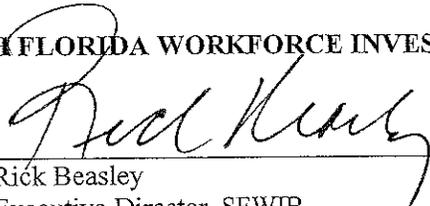
1a.   
\_\_\_\_\_  
Signature of Authorized Representative

12/30/19  
\_\_\_\_\_  
Date

2a. **Michael J. Nozile, Sr.**  
\_\_\_\_\_  
Typed Name of Authorized Representative

3a. **President/CEO**  
\_\_\_\_\_  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
\_\_\_\_\_  
Rick Beasley  
Executive Director, SFWIB

1-14-20  
\_\_\_\_\_  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**GANG ALTERNATIVE, INC.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Gang Alternative, Inc.** (hereinafter “**Gang Alternative**”, “**Partner**”, or “**Agency**”) seeks to provide employment, training, mentoring and support services to ex-offenders through the Reintegration of Ex-Offenders (RExO) program, with the continuing purpose of preventing violence and delinquency. Through the SFWIB’s CareerSource centers, **Gang Alternative** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that employment services are made available and **Gang Alternative** shall provide employment, training, mentoring and support services to ex-offender participants, referred by the SFWIB, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Ensure that the North Miami Beach CareerSource center operator works to register individuals before referring ex-offenders using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Ensure that the North Miami Beach CareerSource center operator provides ex-offenders access to the following: assessment, career planning, Individual Training Accounts (ITA), On-the-Job Training (OJT), employers, and support services in order to help ex-offenders overcome barriers to training or employment.
- Ensure that the North Miami Beach CareerSource center operator provides documentation and follow-up on the status of ex-offenders referred to **Gang Alternative**, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information
  - Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **Gang Alternative** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

**B. Gang Alternative shall:**

- Provide 44 planned enrollments per year, in which a projected 31 per year will be placed into employment.
- Provide RExO services at the Agency's facility located at:

**Gang Alternative's Corporate Office**  
12000 Biscayne Boulevard, Suite #402  
North Miami, Florida 33181

**Gang Alternative's Central Office**  
6620 N Miami Avenue  
Miami, Florida 33150

- Provide post-release case management, assessment, pre-employment skills training, remedial education, job placement and mentoring.
- Refer ex-offenders to other services, but not limited to, adult basic education, vocational skills training, and supportive services referrals, including substance abuse and mental health services.
- Monitor, track services and outcomes of ex-offenders.
- Provide the North Miami Beach CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Gang Alternative's** RExO program for display.
- Document and follow-up on the status of the ex-offenders referred by the North Miami Beach CareerSource center operator, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
  - Initial Assessment Application (IAA)
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
  - EMD/EM Self-Job Matching and Self-Job Referrals
  - EMD/EM Resume
  - EMD/EM Labor Market Information

## Exhibit A

- Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **Gang Alternative** to the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.
- When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **Gang Alternative** shall:
  - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
  - If the participant does not object to the release of information, the **Gang Alternative** will:
    - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
    - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
    - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Gang Alternative, Inc.** (hereinafter "Gang Alternative" or "Contractor"), located at 12000 Biscayne Blvd, Suite 402; Miami, Florida 33181 (SFWIB and Miami Contractor are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the **SFWIB** occupies **9,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, **GANG ALTERNATIVE** provides employment, training, mentoring and support services to ex-offenders through the Reintegration of Ex-Offenders (RExO) program; and

**Whereas**, the **SFWIB** desires to permit **GANG ALTERNATIVE** to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and **GANG ALTERNATIVE** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **GANG ALTERNATIVE**, under the terms and conditions hereinafter set forth below, permission to occupy **176** square feet of space ("Office"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Office shall be occupied by one (**1**) staff member only.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **January 1, 2020** and terminate at the close of business on **June 30, 2020**.

**GANG ALTERNATIVE** shall utilize the Office upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Office to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

### **Use of the Space**

GANG ALTERNATIVE is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at GANG ALTERNATIVE for eligible individuals. GANG ALTERNATIVE shall cause its business and the use of the Office to be conducted and operated in such manner as to assure that such operation in and about the Office is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Office shall be used by **GANG ALTERNATIVE** solely for the purpose of providing services in support of the **SFWIB's** goals, which include, but are not limited to provide assistance for potential enrollment at GANG ALTERNATIVE for eligible individuals.

**GANG ALTERNATIVE** agrees that no change in the use of the Office is permitted without the prior express written permission of the **SFWIB**. Upon failure of **GANG ALTERNATIVE** to use the Office in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Office shall become property of the **SFWIB**.

### **Parking**

**GANG ALTERNATIVE** shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### Partner Contribution Amounts

Partner contributions will be based on the methodology identified under the “Cost Allocation Methodology” section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as **GANG ALTERNATIVE**.

### Infrastructure Cost Sharing Payment

Commencing on **January 1, 2019**, **GANG ALTERNATIVE** shall pay the total amount of **\$451.83** which is equivalent to **\$74.89** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **176** square feet of space prorated for a nine (9) month period at 10% occupancy rate.

Upon Contract execution, the first monthly payment, in the amount of **\$74.89** shall be paid, without demand, to the **SFWIB**. **GANG ALTERNATIVE** shall make all checks payable to the “*South Florida Workforce Investment Board*” and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - Compare budgeted costs to actual costs;
  - Update the allocation bases; and
  - Apply the updated allocation bases, as described in the “Cost Allocation Methodology” section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner’s monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi- annual period. The Partners understand that the timeliness of the **SFWIB**’s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. **GANG ALTERNATIVE** will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### **Steps Utilized to Reach Consensus**

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### **Dispute and Impasse Resolution**

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### **Indemnification**

**GANG ALTERNATIVE** 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, costs of defense and other litigation expenses, 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 **GANG ALTERNATIVE** or **GANG ALTERNATIVE's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **GANG ALTERNATIVE** behalf under this Agreement, including but not limited to volunteers. **GANG ALTERNATIVE** 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, attorneys' fees and other litigation expenses which may issue thereon. **GANG ALTERNATIVE** expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by **GANG ALTERNATIVE** 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

### **Termination**

The **SFWIB** or **GANG ALTERNATIVE** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **GANG ALTERNATIVE** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **GANG ALTERNATIVE** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

### **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 Gang Alternative, Inc.:**

Michael J. Nozile, Sr., President/CEO  
Gang Alternative, Inc.  
12000 Biscayne Blvd, Suite 402  
Miami, Florida 33181

### **Amendments**

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

### **Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance**

As a condition of the Contract, **GANG ALTERNATIVE** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

### **Discriminatory Vendor**

**GANG ALTERNATIVE** shall disclose to the **SFWIB** if **GANG ALTERNATIVE** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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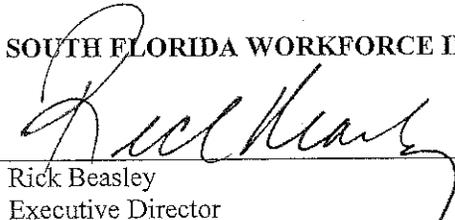
THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-18-00 (EXHIBIT B)

GANG ALTERNATIVE, INC.

BY:  12/30/19  
Michael J. Nozile, SR Date  
President/CEO  
Gang Alternative, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY:  1-14-20  
Rick Beasley Date  
Executive Director  
South Florida Workforce Investment Board

**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.

Gang Alternative, Inc.  
Company Name (type or print)

  
Authorized Representative signature

12/30/19  
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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION

### SECTION I – GENERAL CONSENT

**Participant's Name:** \_\_\_\_\_ **Last four digits of SSN:** \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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

Participant's job title  
 Job start date  
 Hours worked per week  
 Beginning wage  
 Current employment status  
 Current wage  
 Job end date  
 Benefits available to participant in current job

### SECTION III – EXPIRATION

**This authorization expires on:** \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

### SECTION IV – SIGNATURE

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

### SECTION V CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

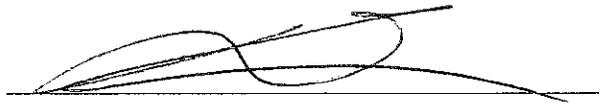
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

12/30/19  
\_\_\_\_\_  
Date

Michael Nozile, Sr.; President/CEO  
Name and Title of Authorized Representative

Grang Alternative, Inc.  
Name of Organization

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
GREATER MIAMI SERVICE CORPS**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), Greater Miami Service Corps hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act; and

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), 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 which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area; and

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs; and

**WHEREAS**, the mission of Greater Miami Service Corps is to empower young people with the tools needed to transform their lives through education and service activities that strengthen our community and local workforce; and

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and state; and

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system; and

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300); and

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) promoting improvement in the structure and delivery of services; (d) increasing the prosperity of workers and employers; and (e) 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;

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement** shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**III. COST SHARING AGREEMENT**

The Partner has personnel stationed at the **Perrine CareerSource center**. The applicable cost sharing provisions are set forth in the **Cost Sharing Agreement, Exhibit B-1**, attached hereto and incorporated by reference as if fully set forth herein.

Any modifications to the **Cost Sharing Agreement, Exhibit B-1**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

**IV. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**V. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

A. Section 188 of the 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 41 CFR 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **VI. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VII. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VIII. INDEMNIFICATION

The Partner 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, costs of defense and other litigation expenses, 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 Partner or the Partner's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Partner's behalf under this Agreement, including but not limited to volunteers. The Partner 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, attorneys' fees and other litigation expenses which may issue thereon. The Partner expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Partner 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.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

**IX. TERMINATION**

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

**X. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Greater Miami Service Corps:**

Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, Florida 33127

**XI. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XII. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding Agreement
Exhibit	B-1	Cost Sharing Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information

### **XIII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIV. GRIEVANCE PROCEDURES**

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

### **XV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XVI. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVII. 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 United States Department of Health and Human Services 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.

#### **XVIII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XIX. 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 Partner 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.

The Partner shall incorporate "a proud partner of the American Job Center network" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "a proud partner of the American Job Center network" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XXI. CODES OF CONDUCT**

The Partner 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.

**XXII. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

**XXIII. 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 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.

**XXIV. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**XXVI. CERTIFICATION**

By signing this Agreement, the Parties 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.

**XXVII. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

**XXVIII. FLORIDA PUBLIC RECORDS LAW**

Notwithstanding any other provision contained herein, the Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida

Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

**XXIX. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**XXX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **Greater Miami Service Corps**  
AGREEMENT NUMBER: **MOU-PT-PY'19-17-00**

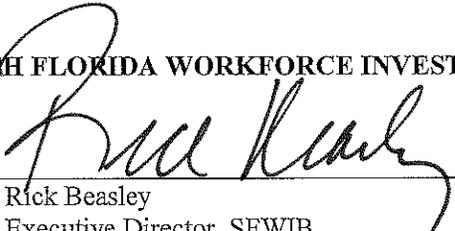
1a.   
Signature of Authorized Representative

9/27/19  
Date

2a. Deborah Dorsett  
Typed Name of Authorized Representative

3a. Executive Director  
Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:   
Rick Beasley  
Executive Director, SFWIB

10/19/19  
Date

**PY'19-20**  
**SCOPE OF WORK**  
**GREATER MIAMI SERVICE CORPS.**

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Greater Miami Service Corps.** (hereinafter the “**GMSC**”); seeks to provide employment assistance, training, mentoring and support services to eligible students whom successfully completed workforce services training. Through the SFWIB’s CareerSource centers, **GMSC** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that training, employment services are made available to eligible students, referred by **GMSC** to the **SFWIB**, following the process set forth herein.

**I. Roles and Responsibilities:**

**A. The SFWIB shall:**

- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff provides eligible students access to the following: assessment, career planning, On-the-Job Training (OJT), employers, and support services.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff provides documentation and follow-up on the status of eligible students referred to **GMSC**, as requested.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each eligible student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake** form (**Attachment 2**) to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **GMSC** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

- Between the ages of 16 through 24; and
- A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
- In compliance with the Selective Service Act (only relevant for males 18-25); and
- Is a resident of Miami-Dade or Monroe Counties; and
- Identified as low-income; and/or
- Living in a high poverty area; and
- Meets one or more of the following barriers to employment, but are not limited to:
  - (a) Not attending any school (as defined under State law);
  - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
  - (c) Have one or more of the following barriers:
    - (1) A school dropout;
    - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
    - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
    - (4) An individual who is subject to the juvenile or adult justice system;
    - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
    - (6) An individual who is pregnant or parenting;
    - (7) An individual with a disability; and
    - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).

**B. GMSC shall:**

- Provide one (1) staff for the North Miami Beach and Perrine CareerSource center on Tuesdays' from 9:00AM-1:00PM; four (4) hours a week.
  - Staff will document and follow-up with all Agency's participants receiving employment assistance and training referrals through this collaboration.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to register eligible students before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach and Perrine CareerSource center and/or Youth Service Provider staff. A copy must be kept in each student's file.
- Ensure that the North Miami Beach and Perrine CareerSource center operator and/or Youth Service Provider staff works to complete work registration for each student, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all students.
  - Completing the **Common Intake form (Attachment 2)** to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **GMSC** to the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

All youth must be certified as eligible prior to being allowed to commence any activities under WIOA funded program(s).

## Exhibit A

- Between the ages of 16 through 24; and
  - A citizen of the United States or an eligible non-citizen who is authorized by the Immigration and Naturalization Service; and
  - In compliance with the Selective Service Act (only relevant for males 18-25); and
  - Is a resident of Miami-Dade or Monroe Counties; and
  - Identified as low-income; and/or
  - Living in a high poverty area; and
  - Meets one or more of the following barriers to employment, but are not limited to:
    - (a) Not attending any school (as defined under State law);
    - (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
    - (c) Have one or more of the following barriers:
      - (1) A school dropout;
      - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
      - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
      - (4) An individual who is subject to the juvenile or adult justice system;
      - (5) A homeless individual (as defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
      - (6) An individual who is pregnant or parenting;
      - (7) An individual with a disability; and
      - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA secs. 3(46) and 129(a)(1)(B)).
- Ensure referred eligible students applying for WIOA services, are made aware that they will be contacted by CareerSource center and/or Youth Service staff for a scheduled orientation and training enrollments depend on funding availability.
  - Provide the North Miami Beach and Perrine CareerSource center operators with flyers, pamphlets, and/or brochures regarding **GMSC's** program for display.
  - Document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **GMSC** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, **GMSC** will:

**Exhibit A**

- Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
- Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
- Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**INTENTIONALLY LEFT BLANK**

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Greater Miami Service Corps** (hereinafter "**GMSC**" or "Contractor"), located at 810 N.W. 28<sup>th</sup> Street; Miami, FL 33127 (SFWIB and Miami Contractor are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the **SFWIB** occupies 9,000 rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, **GMSC** provides youth services; and

**Whereas**, the **SFWIB** desires to permit **GMSC** to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and **GMSC** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **GMSC**, under the terms and conditions hereinafter set forth below, permission to occupy 48 square feet of space ("Cubicle"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Cubicle shall be occupied by one (1) staff member only, and only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

**GMSC** shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

### **Use of the Space**

GMSC is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at GMSC for eligible individuals. GMSC shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by GMSC solely for the purpose of providing services in support of the SFWIB's goals, which include, but are not limited to provide assistance for potential enrollment at GMSC for eligible individuals.

GMSC agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of GMSC to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the SFWIB.

### **Parking**

GMSC shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### **Partner Contribution Amounts**

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as GMSC.

### Infrastructure Cost Sharing Payment

Commencing on **July 1, 2019**, GMSC shall pay the total amount of **\$993.99** which is equivalent to **\$81.70** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a twelve (12) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$81.70** shall be paid, without demand, to the **SFWIB**. GMSC shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the SFWIB, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the SFWIB will:
  - o Compare budgeted costs to actual costs;
  - o Update the allocation bases; and
  - o Apply the updated allocation bases, as described in the "Cost Allocation Methodology" section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the SFWIB or amount to be refunded by the SFWIB, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner's monthly payments.
3. The SFWIB will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi-annual period. The Partners understand that the timeliness of the SFWIB's preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the SFWIB not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the SFWIB may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the SFWIB and will be refunded upon the final reconciliation to the Partner.
5. **GMSC** will communicate any disputes with costs in the invoice or the adjusted budget to the SFWIB in writing within **ten (10)** days of receipt. The SFWIB will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the SFWIB will revise the invoice and the adjusted budget upon resolution of the dispute.

### Steps Utilized to Reach Consensus

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### Dispute and Impasse Resolution

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### Indemnification

GMSC 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, costs of defense and other litigation expenses, 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 GMSC or GMSC's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on GMSC behalf under this Agreement, including but not limited to volunteers. GMSC 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, attorneys' fees and other litigation expenses which may issue thereon. GMSC expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by GMSC 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.

Term of Indemnification The provisions of this indemnification shall survive the expiration or termination of this Agreement.

## Termination

The **SFWIB** or **GMSC** may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **GMSC** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **GMSC** shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

## 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: Greater Miami Service Corps**

Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, FL 33127

## Amendments

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

## Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance

As a condition of the Contract, **GMSC** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

## Discriminatory Vendor

**GMSC** shall disclose to the **SFWIB** if **GMSC** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or

- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER:

MOU-PT-PY'19-17-00 (EXHIBIT B)

**GREATER MIAMI SERVICE CORPS**

BY: AM 8/27/19  
Date  
Deborah Dorsett  
Executive Director  
Greater Miami Service Corps

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

*W* BY: Rick Beasley 10/18/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

## COST SHARING AGREEMENT (Exhibit B-1)

This Cost Sharing Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter the "SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Greater Miami Service Corps** (hereinafter "GMSC" or "Contractor"), located at 810 N.W. 28<sup>th</sup> Street; Miami, FL 33127 (SFWIB and Contractor are collectively referred to as the "Parties").

### WITNESSETH:

**Whereas**, SFWIB occupies 9,820 rentable square feet located at the Perrine CareerSource center, 18901 S.W. 106<sup>th</sup> Avenue, Suite 2018, Miami, FL 33157 ("the Premises"); and

**Whereas**, GMSC provides youth services, and

**Whereas**, the SFWIB desires to permit GMSC to occupy a portion of the aforementioned Premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

The SFWIB, by this Agreement, grants to GMSC, under the terms and conditions hereinafter set forth below, permission to occupy 48 square feet of space: one (1) cubicle, as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The cubicle shall be occupied by **one (1)** staff only on Tuesdays between the hours of 9:00 a.m. and 1:00 p.m.

#### Use of the Space

GMSC is entering into this Agreement to acquire workspace and resource area for **one (1)** staff member to provide youth services including, but not limited to, interviewing customers, referrals to training and employment services and follow-up. GMSC shall cause its business and the use of the cubicle to be conducted and operated in such manner as to assure that such operation in and about the cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The cubicles shall be used by GMSC for the sole purpose of providing services in support of the SFWIB's goals, which include, but are not limited to on-site employment and training referral services.

GMSC agrees that no change in the use of the cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of GMSC to use the cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the cubicle shall become property of the SFWIB.

#### Parking

GMSC shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

#### Cost Sharing Payment

GMSC shall pay the total amount of **\$835.13**, for its use of the Cubicle, which is equivalent to **\$68.64** per month based upon an annual cost of **\$42.90** per rentable square foot for 48 square feet of space prorated for a **twelve (12)** month period.

Upon Contract execution, payments shall be paid without demand to the SFWIB. GMSC shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the SFWIB, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234. Payments are due to the

SFWIB by the first business day of each month during the term of this agreement. Payments received after the seventh (7<sup>th</sup>) business day of the month shall automatically be charged a penalty of five percent (5%) of the amount due.

**Term**

This Agreement shall commence on **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

GMSC shall utilize the cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the cubicle to support the purpose and goals of the SFWIB, and for no other purpose whatsoever.

**Indemnification**

GMSC 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, costs of defense and other litigation expenses, 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 GMSC or GMSC's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on GMSC behalf under this Agreement, including but not limited to volunteers. GMSC 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, attorneys' fees and other litigation expenses which may issue thereon. GMSC expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by GMSC 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.

**Term of Indemnification** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

**Termination**

The SFWIB or GMSC may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should GMSC elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, then the SFWIB shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within the ten (10) day period, and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as GMSC shall commence the curing of the default within the ten (10) day period and shall thereafter diligently prosecute the curing of same.

**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 to the respective Party. 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, FL 33126-1234

**For: Greater Miami Service Corps**  
Deborah Dorsett, Executive Director  
Greater Miami Service Corps  
810 N.W. 28<sup>th</sup> Street  
Miami, FL 33127

**Amendments**

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

**Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance**

As a condition of the Contract, the GMSC 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.

**Discriminatory Vendor**

GMSC shall disclose to the SFWIB if GMSC appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. GMSC is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that GMSC is not an agency or instrumentality of any kind of the SFWIB. Furthermore, GMSC's officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract and its attachment specified herein 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 Contract that are not contained in this document and its attachment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

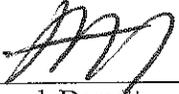
**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

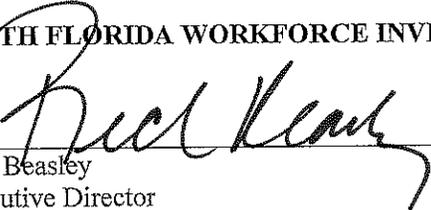
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THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

**GREATER MIAMI SERVICE CORPS**

BY:  8/27/19  
Date  
Deborah Dorsett  
Executive Director  
Greater Miami Service Corps

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

 BY:  10/18/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**REFERRAL PROCEDURES  
FOR PARTNERS INSIDE THE CAREER CENTER**

The "**Universal Referral Form**" as set forth in **Attachment 1-A** has been designed to be used by the South Florida Workforce Investment Board's (SFWIB's) Partners for referrals. This referral form is designed to be utilized by the SFWIB's Partners inside the CareerSource centers and by the SFWIB CareerSource center staff for referral to partners/organizations that will assist SFWIB's participants.

- This form is for referral purposes only and not for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized only when a relationship has been established through an MOU between the SFWIB and the Agency/Partner.
- The form is to be electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a blind referral. A blind referral is when a person is given a copy of the form and no contact is established with the Agency/CareerSource center participant is being referred to. Contact must be established with the prospective Agency/CareerSource center prior to issuing a referral.
- Always use an individual's name (whether a Partner's staff name or an SFWIB's CareerSource center's staff name) on the form when transmitting the "Universal Referral Form."

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## UNIVERSAL REFERRAL FORM

<b>SECTION A: GENERAL PARTICIPANT INFORMATION</b>			
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:	
<b>SECTION B: REFERRED FROM</b>			
Case Mgr. Name:		Date:	
Agency:		Tel. #:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
<b>SECTION C: PARTICIPANT EMPLOYMENT INFORMATION</b>			
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:			
<b>SECTION D: REFERRED TO</b>			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
<b>SECTION E: RESULTS - Complete and Return to Originator in Section B</b>			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

*Referring Agency:*

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

**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.

Greater Miami Service Corps  
Company Name (type or print)

  
Authorized Representative signature

August 27, 2019  
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: August 27, 2019

Print Employee Name: Deborah Dorsett

Address: 810 NW 28<sup>th</sup> Street

Miami, Florida 33127

Work Telephone: 305-638-4672

E-Mail: ddorsett@gmscmiami.com

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSFCENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I -- GENERAL CONSENT**

**Participant's Name:** \_\_\_\_\_ **Last four digits of SSN:** \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida(CSSF)center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III -- EXPIRATION**

**This authorization expires on:** \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV -- SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

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: \_\_\_\_\_

**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, 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 Contractor 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

August 27, 2019  
\_\_\_\_\_  
Date

**Deborah Dorsett, Executive Director**  
Name and Title of Authorized Representative

**Greater Miami Service Corps**  
Name of Organization

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

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), **Miami-Dade County** hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, the Partner administers the Community Action and Human Services Department's Farmworker Career Development Program ("CAHSD"), which provides jobs and education services that address the educational and employment barriers faced by participant farmworkers for the primary purposes of rehabilitating and reintroducing them into the job market in Miami-Dade County.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

The Partner 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 Partner 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.

**II. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

**III. COST SHARING**

Cost sharing is only applicable for Partner 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 Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners' operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## V. IMMIGRATION REFORM AND CONTROL ACT

The Partner 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 Agreement.

## VI. CONFIDENTIALITY

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

**B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

## IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500

Miami, Florida 33126-1234

**For Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6.**

## **XVIII. 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 Partner 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.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

## **XX. CODES OF CONDUCT**

The Partner 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.

## **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

## **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

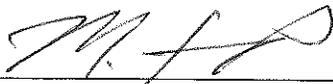
**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **Miami-Dade County**  
AGREEMENT NUMBER: **MOU-PT-PY'19-02-00**

1a.  1b. \_\_\_\_\_  
Signature of Authorized Representative

9/5/2019 **MAURICE L. KEMP** \_\_\_\_\_  
Date DEPUTY MAYOR

2a.  **Carlos A. Gimenez** 2b. \_\_\_\_\_  
Typed Name of Authorized Representative Typed Name of Authorized Representative

3a. **Mayor** **MAURICE L. KEMP** 3b. \_\_\_\_\_  
Full Title of Authorized Representative DEPUTY MAYOR  
MIAMI-DADE CTY. FL Full Title of Authorized Representative

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:  \_\_\_\_\_ Date 10/2/19  
Rick Beasley  
Executive Director, SFWIB

PY'19-20  
SCOPE OF WORK  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
FARMWORKER CAREER DEVELOPMENT PROGRAM

The collaboration between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter the "SFWIB" or "CSSF"), and Miami-Dade County (hereinafter "County", "Partner", or "Agency") is to provide access to farm workers to workforce services and maintain a referral process, delivery system and feedback procedure.

The SFWIB will seek to ensure that employment and training services are made available and the County staff will market the CareerSource center system to farm workers who apply for services through the County and address the barriers faced by farm workers in the Homestead and surrounding area following the process outlined herein:

**I. Roles and Responsibilities:**

**A. The SFWIB Shall:**

- Continue to ensure that the SFWIB's staff provide training and technical assistance to the County's staff on how to-use the CareerSource center system services most effectively for the benefit of the farm workers they serve.
- Continue to ensure that agreed upon procedures as set forth in **Attachment 1, Referral Procedures** are distributed to the CareerSource center operators.
- Continue to ensure that CareerSource center staff participate in cross-training programs to ensure that staff is familiar with services available through the County and eligibility requirements and procedures for accessing these services and that the County's staff are trained on the following SFWIB services:
  - Initial Assessment Application (IAA);
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration;
  - EMD/EM Self-Job Matching and Self-Job Referrals;
  - EMD/EM Resume; and
  - EMD/EM Labor Market Information.

**B. The County shall:**

- Continue to provide employment services to farm workers at the County's Community Action and Human Services Department office located at:

**South Dade Skills Center  
28300 SW 152<sup>nd</sup> Avenue  
Leisure City, Florida 33033  
Contact: Wanda R. Walker, Division Director  
Community Action and Human Services Department  
Farmworker Career Development Program**

## Exhibit A

- Continue to provide staff to offer assistance to farm workers seeking employment services using the following:
  - Initial Assessment Application (IAA);
  - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration;
  - EMD/EM Self-Job Matching and Self-Job Referrals;
  - EMD/EM Resume; and
  - EMD/EM Labor Market Information.
- Continue to provide staff to complete referrals for workforce (including training) services following agreed upon procedures outlined in **Attachment 1, Referral Procedures**, including utilizing an original **Universal Referral Form (URF) (Attachment 1-A)**. The original URF shall be given to CareerSource center staff and a copy shall be kept in the participant's file.
- Continue to provide staff to offer informational assistance to farm workers seeking training services through the listings of training offerings on the SFWIB's (CareerSource South Florida) website and/or through referrals to nearby CareerSource centers for additional assistance and determination of eligibility.
- Continue to ensure that staff advises participants applying for training that they will be contacted to schedule a training orientation and that training enrollments depend on funding availability.
- Continue to provide staff to document and follow-up with all participants receiving employment assistance and training referrals through this collaboration.
- Continue to participate in cross-training programs to ensure that **County** staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.
- Continue to market the CareerSource center system to farm workers who apply for services through the **County**.

## UNIVERSAL REFERRAL FORM

SECTION A: GENERAL PARTICIPANT INFORMATION			
Name:		Date:	
Mailing Address:			
City:	State:	Zip Code:	Telephone #:
Race:	Sex:	Date of Birth:	Military Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Highest Education Level Completed:		Currently Enrolled in School: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-Mail Address:		Name of School:	
SECTION B: REFERRED FROM			
Case Mgr. Name:		Date:	
Agency:		Tel.#:	
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
SECTION C: PARTICIPANT EMPLOYMENT INFORMATION			
Currently Working? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Current or Last Employer:			
Address:			
City:	State:	Zip Code:	
Telephone #:	Start Date:	End Date:	
Job Title:	Hours Per Week:	Salary:	
Job Description:			
Reason for Leaving:			
SECTION D: REFERRED TO			
Name:		Date:	
Agency:			
Address:			
City:	State:	Zip Code:	
E-Mail Address:			
Purpose of Referral:			
Appointment Date:		Appointment Time:	
SECTION E: RESULTS - Complete and Return to Originator in Section B			
<input type="checkbox"/> Registered <input type="checkbox"/> Reported - Did not register <input type="checkbox"/> Did not keep appointment			

_____ Referred to Job (List name of employer & address in Comments)
Comments:

*Referring Agency:*

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

**REFERRAL PROCEDURES  
FOR PARTNERS OUTSIDE THE CAREER CENTER**

The "Universal Referral Form" as set forth in **Attachment 1-A** has been designed to be used by South Florida Workforce Investment Board (SFWIB) Partners for referrals. This referral form is designed to be utilized by SFWIB Partners outside the Career Centers and by SFWIB Career Center staff to partners/organizations that will assist SFWIB participants.

- This form is for referral purposes only and **not** for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized **only** when a relationship has been established through an MOU between SFWIB and the Agency/Partner.
- The form is to be used electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a **blind** referral. A **blind** referral is when a person is given a copy of the form and no contact is established with the Agency/Career Center participant is being referred to. Contact must be established with the prospective Agency/Career Centers prior to issuing referral.
- Always use an individual's name (whether a Partner's staff name or a SFWIB Career Center's staff name) on the form when transmitting this Universal Referral Form.

**PY'19-20  
COST SHARING  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
FARMWORKER CAREER DEVELOPMENT PROGRAM**

Cost Sharing is not applicable for partners who do not have personnel stationed at one or more CareerSource centers.

**Miami-Dade County** ("County") does not have personnel stationed at one or more CareerSource Centers.

As part of this Agreement, the **County** agrees to collaborate with the SFWIB to explore the potential of stationing staff at one or more Career Centers. When an agreement is reached, a modification to this MOU shall be necessary.

**INTENTIONALLY LEFT BLANK**

**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.

Miami Dade County

Company Name (type or print)

  
Authorized Representative signature

9/23/2019  
Date MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

### **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: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION**

**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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

**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 CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

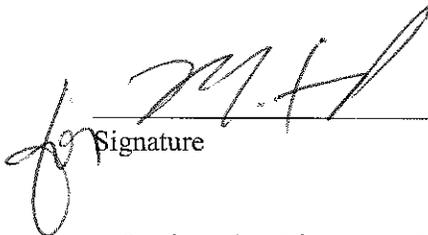
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

\_\_\_\_\_ 9/23/2019  
Date

Carlos A. Gimenez, Mayor **MAURICE L. KEMP**  
Name and Title of Authorized Representative **DEPUTY MAYOR**  
**MIAMI-DADE CTY. FL**

Miami Dade County  
Name of Organization

**RECEIVED**  
 SEP 03 2019  
 OFFICE OF THE DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT

*my  
 9/3/19  
 1 am*



Community Action and Human Services Department

Date: 28-Aug-19 Routing # \_\_\_\_\_

Subject: Approval for the Memorandum of Understanding for the  
Miami Dade County and the South Florida Workforce Investment  
Board (SFWIB) pertaining to the CAHSD's Farmworkers Career  
Development Program

Originator: Ivon Mesa, Bureau Chief *[Signature]*

Routing Name	Initials	Date	Action	
			Approve	Return
Annika Holder, Assistant Director	<i>[Signature]</i>	8/31/19	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lucia Davis-Raiford, Director	<i>[Signature]</i>	9/3	<input type="checkbox"/>	<input type="checkbox"/>
Maurice L. Kemp, Deputy Mayor			<input type="checkbox"/>	<input type="checkbox"/>
Return Documents To: Ivon Mesa/Idalia Sturmer- OTV, 701 N.W. 1st Court, 10th Floor				

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RECEIVED**

AUG 30 2019

OFFICE OF THE ASSISTANT DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT

**RECEIVED**  
 SEP 04 2019  
 MIAMI-DADE COUNTY  
 OFFICE OF THE MAYOR

# Memorandum



**Date:** August 30, 2019

**To:** Maurice L. Kemp, Deputy Mayor  
Office of the Mayor

**From:** Lucia Davis-Raiford, Director  
Community Action and Human Services Department *Lucia Davis Raiford*

**Subject:** Renewal Memorandum of Understanding between Miami-Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the CAHSD's Farmworkers Career Development Program

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Attached for your review and approval, is the renewal Memorandum of Understanding between Miami Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the Community Action and Human Services Department's Farmworker Career Development Program for FY 19-20

If you have any questions regarding this item, please do not hesitate to contact me at (786) 469-4644.

Attachments

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

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB" or "CareerSource"), **Miami-Dade County** hereinafter referred to as "**Partner**" (SFWIB and the Partner are collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 ("WIOA" or the "Act") establishes a One-Stop Service Delivery System ("One-Stop System") assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade and Monroe Counties.

**WHEREAS**, the SFWIB's services and resources are available through a network of CareerSource centers and access points which comprise the Area's One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs.

**WHEREAS**, the Partner administers the Community Action and Human Services Department's ("CAHSD") Farmworker Career Development program, Community Service Block Grant (CSBG) program, Veterans Services program, and Community Resource centers which provide jobs and education services that address the educational and employment barriers faced by low-income individuals, farmworkers, and veterans, for the primary purposes of addressing the barriers faced by the individuals served and reintroducing them into the job market in Miami-Dade County.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians' workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful "One-Stop Delivery System" (20 CFR Section 678.300).

**WHEREAS**, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market

relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) 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.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

#### **I. SCOPE OF WORK**

The Partner 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 Partner 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.

#### **II. PERIOD OF PERFORMANCE**

This MOU shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

#### **III. INFRASTRUCTURE FUNDING AGREEMENT**

The **Infrastructure Funding Agreement, Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein, establishes a financial plan, including terms and conditions, to fund the services and operating costs of the Workforce Development Area 23 Comprehensive One-Stop Center (**North Miami Beach**). The Parties agree that joint funding is an essential foundation for an integrated service delivery system.

Any modifications to the **Infrastructure Funding Agreement, Exhibit B**, shall only be valid when they have been reduced to writing, duly approved and signed by the Parties.

#### **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

- A. Section 188 of the 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, among other things, 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners' operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

## **V. IMMIGRATION REFORM AND CONTROL ACT**

The Partner 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 Agreement.

## **VI. CONFIDENTIALITY**

- A. The Partner 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 Partner 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 this 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. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
  - d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

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

## IX. 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  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**For Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

**X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, 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 Agreement or in 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 and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Infrastructure Funding
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. AUTONOMY**

The Parties 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. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the

Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

### **XIII. GRIEVANCE PROCEDURES**

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

### **XIV. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, the Partner 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.

### **XV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") 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 Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

### **XVI. 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 United States Department of Health and Human Services 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.

### **XVII. 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

#### **XVIII. 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 Partner 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.

The Partner shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

#### **XIX. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Partner 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)).

#### **XX. CODES OF CONDUCT**

The Partner 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.

#### **XXI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

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

#### **XXII. 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 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.

### **XXIII. INTERGOVERNMENTAL PERSONNEL ACT**

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

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

The Partner shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

### **XXV. CERTIFICATION**

By signing this Agreement, the Parties 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.

### **XXVI. GOVERNING LAW AND VENUE**

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees.

### **XXVII. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

**XXVIII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

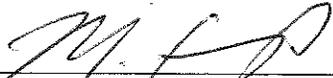
**XXIX. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Miami-Dade County  
AGREEMENT NUMBER: MOU-PT-PY'19-02-00  
16

1a.  1b. \_\_\_\_\_  
Signature of Authorized Representative  
9/5/2019 \_\_\_\_\_  
Date

2a. Carlos A. Gimenez 2b. \_\_\_\_\_  
Typed Name of Authorized Representative  
**MAURICE L. KEMP** Typed Name of Authorized Representative  
**DEPUTY MAYOR**  
**MIAMI-DADE CTY. FL**  
3a. Mayor 3b. \_\_\_\_\_  
Full Title of Authorized Representative Full Title of Authorized Representative

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  \_\_\_\_\_  
Rick Beasley Date 10/2/19  
Executive Director, SFWIB

PY'19-20  
SCOPE OF WORK  
MIAMI-DADE COUNTY  
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
COMMUNITY SERVICE BLOCK GRANT (CSBG) PROGRAM,  
VETERANS SERVICES PROGRAM,  
FARMWORKER CAREER DEVELOPMENT PROGRAM, AND  
COMMUNITY RESOURCE CENTERS

The collaboration between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the "SFWIB" or "CSSF"), and **Miami-Dade County** (hereinafter "County", "Partner", or "Agency") is to provide access to low-income individuals and families to workforce services and maintain a referral process, delivery system and feedback procedure.

The SFWIB will seek to ensure that employment and training services are made available and the **County** staff will market the CareerSource center system to low-income individuals and families who apply for services through the **County** and address the barriers faced by low-income individuals and families in Miami-Dade County following the process outlined herein:

**I. Roles and Responsibilities:**

**A. The SFWIB Shall:**

- Ensure that the North Miami Beach CareerSource center operator staff provides on-site employment assistance, training referrals and technical assistance to the County's staff on how to use the CareerSource center system services most effectively for the benefit of the low-income individuals and families they serve. Employment assistance and training includes, but is not limited to, the following topics:
  - Complete Initial Assessment Application (IAA).
  - Complete Training Referrals using the **Universal Referral Form (Attachment 1-A) and adhering to Referral Procedures (Attachment 1)**.
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Provide current Labor Market Information, aptitude testing/assessment, and career planning to all participants.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Completing the **Common Intake form (Attachment 2)** to document personal information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to the **County** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

## Exhibit A

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
  - Is a resident of Miami-Dade County or Monroe County; and
  - A citizen of the United States; or
  - An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
  - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
  - Provide the highest grade completed; and
  - Provide proof of veteran status, if applicable.
- Document and follow-up with all the County's participants receiving employment assistance and training referrals.
  - Participate in cross-training programs to ensure that the County's staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.

### B. The County shall:

- Ensure that the North Miami Beach CareerSource center staff participates in cross-training programs to ensure that staff is familiar with services available through the **County** and eligibility requirements and procedures for accessing these services and that the **County's** staff is trained on the SFWIB's services.
- Ensure that the North Miami Beach CareerSource center operator staff works to register eligible participants before referring using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**. The original **Universal Referral Form (Attachment 1-A)**; shall be given to the North Miami Beach CareerSource center staff. A copy must be kept in each participant's file.
- Ensure that the North Miami Beach CareerSource center operator staff works to complete work registration for each eligible participant, referred by completing the following **SFWIB** services:
  - Complete Initial Assessment Application (IAA).
  - Completed Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration.
  - Provide job search matching and staff assisted job referrals.
  - Maintain accurate Background (i.e., Education Profile + Employment History), and active (viewable to employers) Resume, valid telephone number and e-mail address.
  - Provide current Labor Market Information to all participants.
  - Completing the **Common Intake form (Attachment 2)** to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by the **County** to the **SFWIB**, where applicable.

## Exhibit A

- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

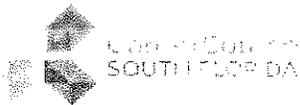
- 18 years of age or older; and
  - Is a resident of Miami-Dade County or Monroe County; and
  - A citizen of the United States; or
  - An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
  - In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
  - Provide the highest grade completed; and
  - Provide proof of veteran status, if applicable.
- Ensure that the North Miami Beach CareerSource center operator staff advises participants applying for training that they will be contacted to schedule a training orientation and that training enrollments depend on funding availability.
  - Provide the North Miami Beach CareerSource center operator staff with flyers, pamphlets, and/or brochures regarding the **County's** program for display.
  - Provide staff to document and follow-up with all participants receiving employment assistance and training referrals through this collaboration.
  - Participate in cross-training programs to ensure that County staff is familiar with services available through the CareerSource centers and eligibility requirements and procedures for accessing these services.
  - When obtaining documentation from another agency/person in the course of delivering services as set forth herein, the **County** shall:
    - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
    - If the participant does not object to the release of information, the **County** will:
      - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
      - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
      - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

**REFERRAL PROCEDURES  
FOR PARTNERS INSIDE THE CAREER CENTER**

The "Universal Referral Form" as set forth in Attachment 1-A has been designed to be used by the South Florida Workforce Investment Board's (SFWIB's) Partners for referrals. This referral form is designed to be utilized by the SFWIB's Partners inside the CareerSource centers and by the SFWIB CareerSource center staff for referral to partners/organizations that will assist SFWIB's participants.

- This form is for referral purposes only and not for eligibility or registration purposes.
- This referral form can be submitted electronically.
- This referral form should be utilized only when a relationship has been established through an MOU between the SFWIB and the Agency/Partner.
- The form is to be electronically when contact (telephone, e-mail, etc.) has been established between the two agencies.
- This form is not a blind referral. A blind referral is when a person is given a copy of the form and no contact is established with the Agency/CareerSource center participant is being referred to. Contact must be established with the prospective Agency/CareerSource center prior to issuing a referral.
- Always use an individual's name (whether a Partner's staff name or an SFWIB's CareerSource center's staff name) on the form when transmitting the "Universal Referral Form."

**INTENTIONALLY LEFT BLANK**



### 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.

**WORK INNOVATION AND OPORTUNITY ACT**(1)RCOU: (2) SSN# ( Verified):

(3) Date of Application:

(4) Last Name, First Name, Middle Initial:

**ELIGIBILITY DATES**

(5) Adult Basic Career Services: (6) Adult Eligibility: (7) Dislocated Worker:

**CONTACT INFORMATION**(8) Residential Address ( Verified):

City: State:

County/Parish: Zip Code:

(9) Primary Phone Number:

(10) Primary Phone Type (Select 1)

 Cell/Phone  Relatives Phone  Work Phone  Not Identified  Home  Other

(11) Phone Mode (Select 1)

 Voice  TTY  Voice/TTY  Videophone

(12) Alternate Phone Number:

(13) Alternate Phone Type (Select 1)

 Cell/Phone  Relatives Phone  Work Phone  Not Identified  Home  Other

(14) Phone Mode (Select 1)

 Voice  TTY  Voice/TTY  Videophone

(15) Email:

**DEMOGRAPHIC DATA**(16) Date of Birth ( Verified): (17) Gender: Male  Female(18) Registered for Selective Services ( Verified): Yes  No  Not Applicable  Documented from Registration(19) Authorized to Work in U.S. ( Verified) Citizen of U.S. or U.S. Territory  Alien/Refugee Lawfully Admitted to U.S. U.S. Permanent Resident  No

(20) Considered to be of Hispanic Heritage:

 Yes  No  Information Not Provided

(21) Considered to be of Haitian Heritage:

 Yes  No  Information Not Provided

(22) Race (Multiple selections are allowed when I do not wish to answer is not selected):

 White  African American/Black  American Indian/Alaskan Native  Hawaiian/Other Pacific Islander I don't wish to answer(23) Considered to have a disability ( Verified): Yes  No  Not Disclosed

## DISLOCATED WORKER INFORMATION

*The following are only required for Dislocated Worker Eligibility*

(46) Dislocated Worker Category ( Verified):

Category 1: Terminated or laid off, or has received notice of termination or layoff, and is eligible for or has exhausted entitlements to Re-employment Assistance (RA) formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation.

Category 2: Terminated or laid off, or has received notice of termination or layoff, and has been employed for sufficient duration (based on state policy) to demonstrate workforce attachment, but is not eligible for UI due to insufficient earnings, or the employer is not covered under the state UI law, and is unlikely to return to previous industry or occupation.

Category 3: Individual is terminated or laid off, or has received notice of termination or layoff, from employment as a result of permanent closure of or substantial layoff at a plant, facility or enterprise.

Category 4: Individual is employed at a facility at which the employer has made general announcement that the facility will close. Enter the date the facility will close (if known) in the Projected Lay off Date below.

Category 5: Individual was previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions in the community that the individual resides or because of natural disaster. Record the last date of self-employment in the Actual Layoff Date.

Category 6: Displaced homemaker. An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;

Category 7: The spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;

Category 8: The spouse of a member of the Armed Forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**Category 12: Dislocated Worker Grant (DWG) eligibility:** Individual does not meet criteria outlined for Dislocated Workers in categories 1-8 above, but is an individual that meets DWG eligibility outlined under WIOA Title ID National programs, Sec. 170 National dislocated worker grants, relating to Sec 170(b)(1)(A) workers affected by major economic dislocations OR Sec 170(b)(1)(B) workers affected by an emergency or major disaster.

None of the above. Individual does not meet the definition of Dislocated Worker.

(47) Projected Date of Layoff: \_\_\_\_\_

(48) Actual Layoff Date if date is in the future, please leave blank until actual layoff date ( Verified): \_\_\_\_\_

(49) Attended Group Orientation Rapid Response:  
 Yes     No

(50) Most recent Date Attended Rapid Response Service:

(51) Dislocated Event Number:

(52) Employer (All Employment)

Employer Name:

Address:

City:

State:

Zip Code:

(78) Meets Governor's special barriers to employment: <input type="checkbox"/> Yes <input type="checkbox"/> No		
(79) Due to individual's disability, they qualify as a Family of 1: <input type="checkbox"/> Yes <input type="checkbox"/> No	(80) Family Size ( <input type="checkbox"/> Verified):	(81) Annualized Family Income ( <input type="checkbox"/> Verified):

**MISCELLANEOUS**

Adult Priority -  
 (82) Meets the Additional Priorities established by the Governor and/or Local Board ( Verified):  
 Yes  No

**ELIGIBILITY**

(83) Applicant meet the definition for low income ( Verified):  Yes  No

**WIOA FORMULA PROGRAM ELIBILITY**

(84) Adult Basic Career Services: <input type="checkbox"/> Yes <input type="checkbox"/> No	(85) Adult: <input type="checkbox"/> Yes <input type="checkbox"/> No	(86) Dislocated Worker: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Basic Only
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**WIOA GRANT ELIGIBILITY**

(87) National Dislocated Worker Grant NDWG Formerly NEG: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(88) Statewide Adult Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(89) Statewide Dislocated Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
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(90) Statewide Incumbent Worker Eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(91) Statewide Rapid Response Additional Assistance Eligibility <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
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**NON WIOA GRANTS**

(92) Non-WIOA Special Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	(93) Local Funded Grants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
--	--

**GRANTS**

Grant Type	Grant Name	Grant Code

(94) Attestation: I hereby certify, to the best of my knowledge, the above information is true. I agree and understand any willful misstatement of facts may cause forfeiture of my status in the WIOA program and could be cause for legal action. I understand the information is subject to verification and agree to provide such documentation as required. I understand my social security number may be given to other federal, state, and local government or non-government job training agencies for performance tracking purposes.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Staff Person: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

PRIVACY STATEMENT: Disclosure of your social security number is voluntary. It is requested however, pursuant to Section 119.071(5)(a), Florida Statutes for the administration of WIOA programs, and will be used in assessing and reporting program performance and accountability to the federal government.

**INFRASTRUCTURE FUNDING AGREEMENT  
(EXHIBIT B)**

This Infrastructure Funding Agreement (hereinafter "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and Miami-Dade County hereinafter referred to as "County") located at 111 N.W. 1<sup>st</sup> Street, Suite 2910, Miami, Florida 33128 (SFWIB and County are collectively referred to as the "Parties" or "Partners").

**WITNESSETH:**

**Whereas**, the **SFWIB** occupies **9,000** rentable square feet located at the **North Miami Beach CareerSource center**, 801 N.E. 167 Street, North Miami Beach, Florida 33162 ("the Premises"); and

**Whereas**, County' Community Action Agency and Human Services Department (CAHSD) desires low-income individuals, farmworkers and veterans have the tools, support and opportunity to obtain employment; and

**Whereas**, the **SFWIB** desires to permit County to occupy a portion of the aforementioned premises; and

**Now Therefore**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and County agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to County, under the terms and conditions hereinafter set forth below, permission to occupy **48** square feet of space ("Cubicle"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Cubicle shall be occupied by one **(1)** staff member only.

**Purpose**

The purpose of this Agreement is to:

- Coordinate with the Core Partner for funding infrastructure costs of the one-stop career center in accordance with §678.700 through §678.755 of the WIOA and 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.
- Describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop delivery system. This agreement is intended to coordinate resources, prevent duplication of efforts and ensure the effective and efficient delivery of workforce services in Miami-Dade and Monroe counties.

The Parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

**Term**

Irrespective of the date of execution, the term of this Infrastructure Funding Agreement shall commence upon **July 1, 2019** and terminate at the close of business on **June 30, 2020**.

County shall utilize the Cubicle upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Cubicle to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

### **Use of the Space**

County is entering into this Agreement to acquire workspace for one (1) staff member to provide assistance for potential enrollment at County for eligible individuals. County shall cause its business and the use of the Cubicle to be conducted and operated in such manner as to assure that such operation in and about the Cubicle is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Cubicle shall be used by County solely for the purpose of providing services in support of the SFWIB's goals, which include, but are not limited to provide assistance for potential enrollment at County for eligible individuals.

County agrees that no change in the use of the Cubicle is permitted without the prior express written permission of the SFWIB. Upon failure of County to use the Cubicle in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Cubicle shall become property of the SFWIB.

### **Parking**

County shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

### **Infrastructure Cost Budget**

Line item budgeted costs will be: (1) used for the infrastructure cost expenditure; and (2) charged only if applicable, and include, but are not limited to, (a) rent, (b) equipment rental, repair and maintenance, (c) building repairs, maintenance and renovations, (d) security and alarm services, (e) moving expenses, (f) office and computer supplies, (g) postage, (h) electricity, water, sewer and garbage disposal, (i) telephone and data lines, (j) licenses and permits, (k) general liability and property insurances, (l) capital and non-capital equipment, software and hardware, (m) janitorial services, (n) parking fees, (o) common area maintenance, and (p) pest control.

### **Cost Allocation Methodology**

In an effort to comply with the Uniform Guidance requirement that the Partners' contributions is in proportion to the Partners' use of the one-stop center and relative benefit received, the SFWIB's calculation of cost per square foot is determined as follows: the total amount of the items identified in the "Infrastructure Cost Budget" divided by the net usable space. The net usable space is determined by reducing the total gross square feet to 75% in order to account for the common areas i.e. bathrooms, waiting area, conference rooms, etc. Time usage of the space may be factored in, if a set schedule has been established with the SFWIB and the space is available to the SFWIB when unoccupied.

For partners electing not to operate physically from the comprehensive center, fifty percent of the additional cost absorbed to provide outside services will be equally distributed to outside partners.

### **Partner Contribution Amounts**

Partner contributions will be based on the methodology identified under the "Cost Allocation Methodology" section. The current occupants of the CareerSource centers may include but is not limited to, Refugee service providers, Youth service providers, as well as County.

### Infrastructure Cost Sharing Payment

Commencing on **July 1, 2019**, County shall pay the total amount of **\$993.99** which is equivalent to **\$81.70** per month based upon an annual cost of **\$51.06** per square foot of net leasable space for **48** square feet of space prorated for a one (1) month period.

Upon Contract execution, the first monthly payment, in the amount of **\$81.70** shall be paid, without demand, to the **SFWIB**. County shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

### Cost Reconciliation and Allocation Base Update

The Parties agree that a semi-annual reconciliation of budget to actual costs, and update of the allocation bases will be completed in accordance with the following process:

1. Upon receipt of the above information, the **SFWIB** will:
  - Compare budgeted costs to actual costs;
  - Update the allocation bases; and
  - Apply the updated allocation bases, as described in the "Cost Allocation Methodology" section above, to determine the actual costs allocable to each Partner.
2. To determine amount due to the **SFWIB** or amount to be refunded by the **SFWIB**, it will prepare an updated budget document showing actual cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the period less each Partner's monthly payments.
3. The **SFWIB** will submit the reconciliations, an invoice for any differences to the Partners and send a copy of the updated budget to all Parties not later than forty-five (45) days after the end of each semi-annual period. The Partners understand that the timeliness of the **SFWIB**'s preparation and submission of invoices and adjusted budgets is contingent upon each Partner providing their share of payments in a timely manner.
4. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the **SFWIB** not later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, the **SFWIB** may draw down funds for payments upon approval via email of the reconciled budget. If a credit is due to the Partner, a liability will be booked on the books of the **SFWIB** and will be refunded upon the final reconciliation to the Partner.
5. County will communicate any disputes with costs in the invoice or the adjusted budget to the **SFWIB** in writing within **ten (10)** days of receipt. The **SFWIB** will review the disputed cost items and respond accordingly to the Partner within **ten (10)** days of receipt of notice of the disputed costs. When necessary, the **SFWIB** will revise the invoice and the adjusted budget upon resolution of the dispute.

### **Steps Utilized to Reach Consensus**

The Partner and the SFWIB conferred regarding the involvement of each Partner at the CareerSource centers. The appropriate allocation bases were discussed and those bases included in this Agreement were agreed upon as the most appropriate. The SFWIB proposed the initial Partner Contribution Amounts as described above and the Partners concurred with the proposal. Additionally, the Parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the terms included in the "Cost Reconciliation and Allocation Base Update" section above.

### **Dispute and Impasse Resolution**

All Parties will actively participate in local Agreement negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the following Dispute Resolution process must be followed.

1. If an issue arises involving this Agreement, both Parties will make every effort to reach a resolution in a timely and efficient manner. Either Partner may request a face-to-face meeting of the local Partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Partners, the issue and the resolution will be documented in writing.
2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the SFWIB and the Director of the Partner organization. A joint decision shall be issued within sixty (60) calendar days of receipt.
3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of the SFWIB and to the Director of the Partner organization, or impose other remedies to resolve the issue.
4. If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the Agreement, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the Agreement will be appealed through the process established by the governor for this purpose.

### **Indemnification**

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

**Term of Indemnification.** The provisions of this indemnification shall survive the expiration or termination of this Agreement.

### **Termination**

The SFWIB or County may terminate this Infrastructure Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should County elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Infrastructure Cost Sharing Payment), which default has not been cured within ten (10) calendar days after the SFWIB gives notice, then the SFWIB shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within ten (10) days and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as County shall commence the curing of the default within ten (10) days and shall thereafter diligently prosecute the curing of same.

### 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 Miami-Dade County, Office of the Mayor:**

Carlos A. Gimenez, Mayor  
Miami-Dade County  
Stephen P. Clark Government Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128

**For Miami-Dade Community Action and Human Services:**

Lucia Davis-Raiford, Director  
Miami-Dade Community Action and Human Services  
701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor  
Miami, Florida 33136

### Amendments

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

### Association of Community Organizations for Reform Now ("ACORN") Funding Restrictions Assurance

As a condition of the Contract, County assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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.

### Discriminatory Vendor

County shall disclose to the **SFWIB** if County appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or transact business with any public entity.

**Autonomy**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**Prior Agreements**

This Contract incorporates 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 Contract which are not contained in this Contract or in 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.

**Joint Preparation**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Authority to Execute Agreement**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

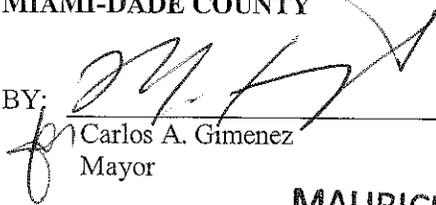
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THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: MOU-PT-PY'19-16-00 (EXHIBIT B)

MIAMI-DADE COUNTY

BY:

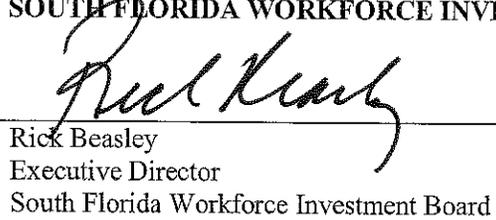
  
for Carlos A. Gimenez  
Mayor

9/5/2019  
Date

MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:

  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

10/2/19  
Date

**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).

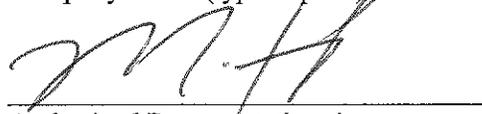
By signing this agreement, the **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services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

Miami Dade County Office of the Mayor

Company Name (type or print)



Authorized Representative signature

9/23/2019

Date

**MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL**

**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: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

### 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 obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from 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: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information*

### 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 CSSF CENTER INFORMATION

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION**

**SECTION I – GENERAL CONSENT**

Participant's Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from 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**

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

**SECTION III – EXPIRATION**

This authorization expires on: \_\_\_/\_\_\_/\_\_\_

*Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.*

**SECTION IV – SIGNATURE**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center staff \_\_\_\_\_ Date \_\_\_\_\_

**SECTION V CSSF CENTER INFORMATION**

CSSF center Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

**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: \_\_\_\_\_

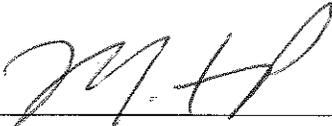
Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**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, 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 Contractor 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

9/23/2019  
Date

 Carlos A. Gimenez, Mayor  
Name and Title of Authorized Representative

**MAURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL**

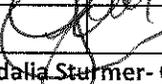
Miami Dade County  
Name of Organization


 AUG 30 2019  
 OFFICE OF THE DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT



Community Action and Human Services Department

Date: 28-Aug-19 Routing # \_\_\_\_\_  
 Subject: Approval for the Memorandum of Understanding for the Service  
Block Grant, Veterans Services Program, Farmworkers Career  
Development Program and Community Resource Center at the  
North Miami Beach CareerSource Comprehensive One-Stop  
Center during FY'S 19-20  
 Originator: Ivon Mesa, Bureau Chief 

Routing Name	Initials	Date	Action	
			Approve	Return
Annika Holder, Assistant Director		8/29/19	X	
Lucia Davis-Raiford, Director		9-2-19		
Maurice L. Kemp, Deputy Mayor		9-23-19		
Return Documents To: Ivon Mesa/Idalia Sturmer- OTV, 701 N.W. 1st Court, 10th Floor				

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RECEIVED**  
 AUG 28 2019

OFFICE OF THE ASSISTANT DIRECTOR  
 COMMUNITY ACTION AND  
 HUMAN SERVICES DEPARTMENT

**RECEIVED**  
 SEP 18 2019  
**RECEIVED**  
 SEP 04 2019  
 MIAMI-DADE COUNTY  
 OFFICE OF THE MAYOR

# Memorandum



**Date:** August 28, 2019

**To:** Maurice L. Kemp, Deputy Mayor  
Office of the Major

**From:** Lucia Davis-Raiford, Director  
Community Action and Human Services Department

A handwritten signature in cursive script, reading "Lucia Davis-Raiford". The signature is written in black ink and is positioned to the right of the typed name in the "From:" field.

**Subject:** Renewal Memorandum of Understanding for the Service Block Grant, Veterans Services Program, Farmworkers Career Development Program, and Community Resource Center at the North Miami Beach CareerSource Comprehensive One-Stop Center

---

Attached for your review and signature, is the renewal Memorandum of Understanding between Miami Dade County and the South Florida Workforce Investment Board (SFWIB) pertaining to the Community Action and Human Services Department's Service Block Grant, Veterans Services Program, Farmworkers Career Development Program and Community Resource Center at the North Miami Beach CareerSource Comprehensive One-Stop center during FY's 19-20.

If you should have any questions regarding this item, please do not hesitate to contact me at (786) 469-4644

Attachments

ATTACHMENT H

**ITA POLICY**

## **SFWIB 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), Workforce Development Area (WDA) 23 (Miami-Dade and Monroe Counties) CareerSource center contractors (Service Providers), Training Vendors, WDA 23 jobseekers, and SFWIB staff.

### **II. Subject**

Training utilizing Individual Training Accounts (ITAs)

### **III. 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.

### **IV. Background**

An ITA is the vehicle through which the SFWIB expends training dollars. An ITA may be used to pay for or help defray the cost of training by an approved SFWIB Training Vendor. An ITA may also be used to provide training in an occupation clearly linked to a priority industry that is in local demand or appears on the WDA 23 Targeted Occupations List (TOL). Individual training accounts are available to customers eligible for WIOA Adult, Dislocated Worker, Youth and Welfare Transition programs; however, it should be noted that an ITA is neither an entitlement nor a right.

### **V. STATUTORY AUTHORITIES**

Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128

Florida Statutes, Title XXXI, Chapter 445 – Workforce Services, State of Florida Workforce Innovation Act of 2000

### **VI. 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 WDA 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. Classification of Instructional Program (CIP) Code: designed by the U.S. Department of Education's National Center for Education Statistics (NCES), the 10-digit CIP code provides a taxonomic scheme that supports the accurate tracking, assessment and reporting of fields of study and program completions activity.
5. Completion: the total number of classroom hours or competencies required for a participant's attainment of a certificate or degree.
6. Credential: a formalized recognition (i.e., certificate, certification, degree) of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. The technical or occupational skills are generally based on standards developed and/or endorsed by employers. A credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder. A "work readiness" certificate is not included in this definition as it does not document measurable technical or occupational skills necessary to gain employment or advance within an occupation.
7. Credential Attainment: a 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.
8. Economic Benefit per Placement: the return on investment per approved training program for each participant placed.
9. Employ Florida (EF): the State of Florida's system for tracking Federal performance on participants enrolled in an Individual Training Account. The tool is another component of the Employ Florida network of workforce services and resources. It is a powerful online tool specifically designed to help connect employers and job seekers.
10. Individual Employment Plan (IEP): is an individualized career service under the WIOA that is developed jointly by the participant and career planner when determined appropriate by the career center or career center operator. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals. As part of the IEP process, participants are provided with information regarding eligible providers of training services and career pathways to attain career objectives.
11. Individual Training Account (ITA): is a scholarship in the form of a voucher that covers training costs (i.e., tuition, fees, books, required materials and supplies) for eligible adult or dislocated workers in need of training services in order to secure employment. The scholarship pays for enrollment in an SFWIB approved training program.
12. ITA Maximum Amount: the maximum dollar amount that can be paid for each SFWIB approved program.

13. ITA Voucher: the system-generated instrument used to pay for SFWIB approved training programs. The instrument is only valid if it contains all required signatures (i.e., participant, career advisor and supervisor).
14. Labor Market Information (LMI): the Florida Department of Economic Opportunity's Labor Market Statistics Center produces, analyzes, and delivers timely and reliable labor statistics information to improve economic decision-making. Information regarding economic indicators, salaries, high and low demand occupations, occupational and demographic data, and more on Florida and more specifically local areas may be obtained. Additional information may be accessed through the U.S. Bureau of Labor Statistics.
15. Occupational Information Network (O\*NET): is a Standard Occupational Classification (SOC) based system, accessed as a free online database that contains hundreds of occupational definitions to help students, job seekers, workforce development and human resources professionals, researchers, and others to understand today's world of work in the United States.
16. Occupational Training Area: program titles linked to occupational titles below Bachelor's Degree level listed on the Standard Occupational Classification (SOC) to Classification of Instructional Program (CIP) Crosswalk.
17. Pell Grant: the federal grant available to eligible participants for training program costs, in whole or part.
18. Performance Measures/Standards: a set of Federal, State and local standards for determining a Training Vendor's compliance with completion and placement requirements.
19. Placements: the number of participants that obtain unsubsidized employment following completion of a training program.
20. Quadrant Benchmark: the linkage of an educational program to one of four quadrant categories: High Growth/High Wage (HG/HW), Low Growth/High Wage (LG/HW), High Growth/Low Wage (HG/LW), and Low Growth/Low Wage (LG/LW). The maximum dollar amount allocated for each occupational training area is a direct correlation of the four listed categories.
21. Recognized Postsecondary Credential: an award that requires completion of an organized program of study at the post-secondary level bestowed by an accredited educational institution, an industry recognized association, or an occupational association or professional society. The credential is awarded in recognition of an individual's attainment of measurable technical or industry/occupational skills necessary to obtain employment or advance within an industry/occupation. The types of credentials includes educational diploma, certificate or certification (typically for one academic year or less of study); an associate (2-year) or baccalaureate (4-year) degree;

registered apprenticeship certificate of completion; a license (typically awarded/recognized by the State involved or Federal Government); and industry-recognized or professional association certificate or certification (also known as personnel certifications); and other skill certificates for specific skill sets or competencies within one or more industries or occupations. Work readiness certificates or those awarded by workforce development boards are not part of this definition because neither type of certificate documents the measureable technical or industry/occupational skills necessary to gain employment or advance within an occupation. Similarly, such certificates must recognize technology or industry/occupational skills for the specific industry/occupation rather than general skills related to safety, hygiene, etc., even if such general skills certificates are broadly required to qualify for entry-level employment or advancement in employment.

22. Stackable Credential: a credential that is part of a sequence of credentials that can be accumulated over time to build an individual's qualifications and help them move along a career path or up a career ladder to different and potentially higher-paying jobs.
23. Standard Occupational Classification (SOC) System: a system used by Federal statistical agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data. This system of occupational code assignments assists users of the information relate a job title or occupational specialty to a six-digit Occupational Information Network (O\*NET) SOC occupation.
24. 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.
25. 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.
26. Targeted Occupations List (TOL): a State-compiled list of occupations that Local Workforce Development Boards may offer training in.
27. Training-Related Placement: the number of participants that obtain unsubsidized employment in an occupational area relevant to the training program completed.

## VII. Assessment

CareerSource 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 developing an Individual Employment Plan (IEP) which includes short- and long-term career interests. The intent of this process is to assist the participant in selecting a training program in which he/she is likely to succeed, and ultimately contribute to the achievement of economic self-sufficiency.

## VIII. Individual Training Account Fee Structure

### A. ITA Cost

Training Vendors are required to submit program cost modifications with supporting documentation to SFWIB staff, **no later than April 1st** of the current Program Year (PY) for the next PY. Program cost modifications may include, but are not limited to tuition, the cost of the credential(s) and the projected time frame of credential attainment. The information is used to update the program cost seen on the SFWIB website and in the WFMS. The maximum ITA amount for each program year is derived from the program cost information submitted by public education training vendors.

Specifically, the ITA limit per public school training program is set at 100% of the public institutions' submitted cost information. Where there is no approved public education institution comparable program, the cost of the approved private training vendor's program will be based on the previous program year's maximum ITA amount, a Florida public education institution's comparable program, and within the applicable quadrant benchmark category.

### B. Individual Training Account Cap

The maximum cap for the ITA is **\$10,000**.

### C. ITA Amount for Occupational Training Areas

The ITA amount for each occupational training area is based on whether 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 divided into the four/quadrant categories as follows:

- Occupations identified as High Growth/High Wage **up to and including \$10,000**.
- Occupations identified as Low Growth/High Wage **up to and including \$7,500**.
- Occupations identified as High Growth/Low Wage **up to and including \$5,000**.
- Occupations identified as Low Growth/Low Wage **up to and including \$2,500**.

The formula to determine an occupation's quadrant category is based on the State of Florida's LMI data for the fastest growing occupations within WDA 23 by the growth and salary rates. Annually, the average growth and average salary rates are determined for the identified occupations, sorted by the growth rate and average salary, and 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. The actual start date must be entered in the WFMS and the participant must attend class for 14 days after the actual start date of training before the voucher can be submitted for payment. The 14-day period begins when the participant's information is entered in the 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:** payment of the remaining amount is contingent upon the training provider's submission of documentation evidencing the participant's attendance records to the applicable service provider.

All vouchers must be issued within the same Program Year in which the service(s) was/were rendered.

Please refer to the SFWIB Performance Reporting Requirements Policy & Procedures for more information.

## **IX. 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:** Programs identified by the SFWIB 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:** the \$2,000 is included within the approved maximum ITA amount.

SFWIB participants who elect a training program that is longer than one year (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 SFWIB determines there is a training program that demonstrates effectiveness to serve targeted populations.

## **X. Financial Aid**

### **A. Pell Grants**

All SFWIB participants requesting an ITA are required to apply for the Pell Grant (Pell or Title IV) prior to enrolling in training by completing the Free Application for Federal Student Aid (FAFSA). The Expected Family Contribution (EFC) number and the Pell Award amount must be provided at time of enrollment. Documentation evidencing the participant applied for the PELL grant must be obtained by the training vendor and a copy provided to the service provider to be maintained in the participant's file.

In the case where the Pell award changes from the amount stipulated in the original award letter, the previously approved ITA amount paid by the 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 the SFWIB the difference within 10 days of the occurrence.

#### 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, grants and/or other financial aid to cover the cost of the program in which they wish to enroll if the ITA amount and the Pell Grant do not cover the full cost of the program. An acknowledgement form stating the same must be signed by the participant and maintained in their file.

If the SFWIB participant is not Pell eligible, or the school or program is not Title IV eligible, the SFWIB participant is required to obtain student loans, grants and/or other financial aid to cover the cost of the program not covered by the ITA amount. The SFWIB will not be responsible for any debts incurred by an SFWIB participant. Any outstanding balances for training not covered by the ITA shall be the sole responsibility of the participant.

The Training Vendor must provide the SFWIB or the SFWIB authorized representative with written documentation regarding other financial aid received by each participant. The documentation shall include, at a minimum, the notice of award with the participant's name, the last four digits of the social security number, student identification number that lists each type of financial aid received, the amounts (if known), and the source of the funds.

### **XI. Duplication of Payment**

The Training Vendor shall reimburse the SFWIB for any duplicate payments. Additionally, the SFWIB reserves the right to withhold payments requested by the Training Vendor to offset duplicate payments.

### **XII. Limitations**

- 1) Only one training program per SFWIB participant can be paid through the ITA; participants are limited to one lifetime ITA. **Exception:** Programs identified by the SFWIB as targeted industries are exempt from the one-year limitation.
- 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) The SFWIB will only pay once for each required class in an approved training program. The SFWIB will not pay for re-takes. This one-time payment includes remedial courses.
- 5) The SFWIB will only pay once for each required certification examination.

- 6) The Training Vendor is required to conduct all training in the English language in those occupations/programs where licensing and certification examinations are only offered in the English language. This requirement seeks to ensure that SFWIB participants are trained in the same language that they will be tested and able to comprehend the licensing and certification examinations. Associate of Arts (A.A. Degree) and Bachelor Degree programs are not covered by the Individual Training Account, unless as specified under Section IX, Duration of Training for Individual Training Accounts: Exception.
- 7) Individual Training Account (ITA) funds may not be utilized to pay for Microsoft Office Suite (MOS) training; or other training programs that integrate 30 percent or more of MOS training as part of a program’s course offerings.

**XIII. Workforce Management System (WFMS)**

Approved SFWIB Training Vendors shall utilize the SFWIB WFMS Training Reconciliation module to submit information on training status (drop, withdrawals, Pell information, etc.), attendance, training progress, placement, credential attainment information, and performance data on a regular basis. The Training Vendor is required to provide credential information to the Service Provider and any follow-up data.

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.

**XIV. Performance Measures**

Training Vendors who agree to accept an ITA from the SFWIB are required to meet a minimum of three of the following five SFWIB performance measures relevant to each training program offered. Two of the three performance measures must be the Placement after Training and Postsecondary Credential Attainment Rate standard. The table below outlines the performance measure requirements.

<b>Performance Measure</b>	<b>Performance Standard</b>
Completion Rate	70%
Placement After Training	70%
Training-Related Placement	70%
Postsecondary Credential Attainment Rate	70%
<b>Economic Benefit Per Placement</b>	<b>Quadrant Benchmark</b>
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 have a training outcome and obtained unsubsidized employment in a training-related occupation within **180** days of the outcome. All Training Related Placements must have a wage rate at or above the training program's Quadrant Benchmark.

D. Postsecondary Credential Attainment Rate

A measure that examines SFWIB participants who, during a program year, obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from a training program; or who are in an education or training program that leads to a recognized postsecondary credential or employment and are achieving measurable skill gains toward such a credential or employment within one year after exit from the program.

E. 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.**

F. Subsequent Eligibility

Training vendors seeking to have an approved training program considered for renewal, must meet or exceed a minimum of three of the performance measures, of which, two must be the Placement After Training and Post-Secondary Credential Attainment Rate. A training program must have 12 months of continuous performance to review for a reporting period; otherwise the program will be removed. The program will not be considered for renewal for a minimum of one year from the date of removal.

Programs neither meeting nor exceeding a minimum of two of the required measures will be removed from the list of SFWIB approved offerings. Training vendors must resubmit the removed program for programmatic review and SFWIB approval a minimum of one year from the date of removal in order to have the program returned to the list of approved offerings.

## XV. Roles and Responsibility

Training Vendors and Service Providers are required to input data relevant to each of the above measures into the Training Reconciliation Module of the WFMS. Additionally, Service Providers are required to input wage data per placement into the WFMS. Supporting documentation for

each system entry must be readily available to the SFWIB for review. Please refer to the SFWIB Performance Reporting Requirements Policy and Procedures for additional information.

**XVI. Exceptions**

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

ATTACHMENT I

**SURVEY SAMPLES**

# HOW DID WE DO?

**Hello:**

Our records indicate that you visited one of our Career Centers and was provided with service(s) by one or more of our Staff members.

CareerSource South Florida values your opinion and is always seeking ways to improve our overall services.

We would greatly appreciate you taking a few minutes to complete our Customer Service Survey.

We look forward to your feedback and possible assisting you in the future with any employment needs!

Please click the Start button below to access the Survey



Thank you in advance for providing your valuable feedback.

*If you have problems accessing our survey please copy and paste the link below into your browser*

Our records indicate that you visited the XXX Career center –located at XXX, Miami, FL?

- Yes
- No

Did you receive services by Staff Member in person or by phone?

- Yes
- No

Did Staff Member John Doe provide you with a referral for a position with **XXX company**?

- Yes
- No

Overall, were you satisfied with the services provided at the XXX Career center?

- Yes
- No

Would you recommend CareerSource South Florida to other jobseekers?

- Yes
- No

ATTACHMENT J

**CSSF WIOA LOCAL PLAN FORUM  
PUBLISHED NOTICE**



# CAREERSOURCE SOUTH FLORIDA INVITES YOU TO ATTEND

## The 2020-2024 WIOA Local Workforce Plan presentation to the community

South Florida Workforce Investment Board dba CareerSource South Florida will host a 2020-2024 Workforce Innovation and Opportunity Act (WIOA) Local Workforce Plan Community Forum. Community Forums provide a platform by which to present and enable the community to comment on the Local Workforce Plan.

CareerSource South Florida is a public/private partnership responsible for initiating federal and state funded workforce development policies in Miami-Dade and Monroe counties. We are committed to building a world class economy by cultivating a talent supply that meets the demands of the industry.

In order to continue successfully serving the community, we are requesting your comment on the 2020-24 WIOA Local Plan. The local plan is a four-year roadmap that will be used to improve in areas where needed and to continue developing and building on those that are doing well.

We value your feedback and would very much appreciate your taking the time to attend a Community Forum being held at the following locations throughout Miami-Dade and Monroe Counties:

DATE	TIME	LOCATION
Thursday, January 23, 2020	2:00 pm to 4:00 pm	<b>CareerSource South Florida</b> 7300 Corporate Center Drive, Suite 500 Miami, FL 33126
Friday, January 24, 2020	2:00 pm to 4:00 pm	<b>Dr. Dorothy Bendross-Mindingall Social and Economic Institute</b> 5120 NW 24th Avenue • Miami, FL 33142
Tuesday, January 28, 2020	2:00 pm to 4:00 pm	<b>Florida Blue Community Room</b> 8400 NW 33 Street, Suite 102 Miami, FL 33122
Wednesday, January 29, 2020	3:00 pm to 5:00 pm	<b>Homeless Trust</b> 111 NW 1st Street, 18th Floor, 18-4 Miami, FL 33128
Thursday, January 30, 2020	3:00 pm to 5:00 pm	<b>Sant La Haitian Neighborhood Center, Inc.</b> 13390 W Dixie Highway North Miami, FL 33161
Friday, January 31, 2020	2:00 pm to 4:00 pm	<b>Marathon Government Center BOCC Room - 2nd Floor</b> 2798 Overseas Hwy • Marathon, FL 33050
Tuesday, February 4, 2020	2:00 pm to 4:00 pm	<b>Dept. Juvenile Justice North Tower, 6th Floor - Conference Room 614</b> 401 NW 2nd Avenue • Miami, FL 33128
Thursday, February 6, 2020	4:00 pm to 6:00 pm	<b>Venture Cafe Miami 1st Floor - Everglades Room</b> 1951 NW 7th Ave • Miami, FL 33136
Friday, February 7, 2020	12:00 pm to 2:00 pm	<b>Oasis at Miami Gardens</b> 600 NW 183rd Street Miami, FL 33169
Monday, February 10, 2020	12:00 pm to 2:00 pm	<b>The Harvey Government Center 2nd Floor – BOCC Room</b> 1200 Truman Avenue • Key West, FL 33040
Tuesday, February 11, 2020	5:00 pm to 7:00 pm	<b>Redland Homestead Housing Community Center</b> 29264 SW 159th CT • Homestead, FL 33033

CareerSource South Florida is an equal opportunity employer / program. Auxiliary aids and services are available upon request to individuals with disabilities.

Solutions that work for you.

