

**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** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Adams and Associates of Nevada, Inc. operator of Miami Job Corps Center** (hereinafter “**Miami Job Corps Center**”, “**Partner**”, or “**Agency**”) individually referred to as the “**Party**” or collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Development Area 23 (“**Area**”) of the State of Florida, which is comprised of Miami-Dade and Monroe Counties; and

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

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

WHEREAS, 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.

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

I. INTRODUCTION

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

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

II. PURPOSE

The purpose of this MOU is to establish an Agreement between the SFWIB and the Agency to define and delineate their respective roles and responsibilities. The Agreement outlines: (1) the cooperative workforce training, employment and economic development efforts of the SFWIB and the Partner; and (2) the actions to be taken by the SFWIB and the Partner to assure their coordinated efforts are consistent with state issued requirements which is necessary to establish and maintain an 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 Workforce Development Area 23. In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate its services with the current one-stop service delivery system, which will result in a seamless and comprehensive array of education, human service, job training, and other workforce development services available to persons within Workforce Development Area 23.

III. CAREERSOURCE CENTER SYSTEM DESCRIPTION

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

- Eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.
- Establish guidelines to create and maintain a cooperative working relationship, facilitate joint planning and evaluation of services, and develop more efficient management of limited financial and human resources.
- Build a workforce development system, which will dramatically upgrade all Floridian's workplace skills and economically benefit the workforce, employers, and State.

IV. PROVISION OF SERVICES

A. The South Florida Workforce Investment Board d/b/a CareerSource South Florida has been designated to act as the administrative entity, grant recipient and fiscal agent for this area, Workforce Development Area 23. CareerSource will perform the following functions:

1. Review services performed under this MOU annually, solicit feedback from the Partner regarding appropriate service modifications and update the Agreement, if necessary.
2. Coordinate with the Partner to provide access to workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; UI; Veterans programs; TAA; TANF program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed by providing access to services, including access to technology and materials that are available through the one-stop delivery system.

4. Coordinate with the Partner for funding 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.
5. Maintain the statewide “CareerSource” branding of each center.
6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized federal, state and county holidays and emergency situations in both Miami Dade and Monroe Counties).
7. Provide an area for the Partner’s meetings and/or co-location as space permits.
8. Model CareerSource core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the one-stop delivery system in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the one-stop system.
2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed by providing access to services, including access to technology and materials that are available through the one-stop delivery system.

V. METHODS OF INTERNAL REFERRAL

To ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system, internal cross-referral procedures will be developed and/or reassessed based upon the availability of funding, services and program need.

VI. SCOPE OF WORK

The Agency agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource Center Operators, Youth Programs and/or CareerSource center 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 hereto.

VII. 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.

VIII. PERIOD OF PERFORMANCE

Irrespective of this Agreement's execution date, the term of this MOU shall commence upon **December 1, 2018** and terminate at the close of business on **June 30, 2019**.

IX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition for the award of financial assistance from the United States Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Partner assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the below listed laws and will remain in compliance for the duration of the award of federal financial assistance.

- A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status 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 on the bases 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 bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
- G. 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 basis 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;
- 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 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 Partner also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Agency's operation of the WIOA Title I and Temporary Assistance for Needy Families ("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.

X. 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 individuals who are hired and will perform services under this Agreement.

XI. CONFIDENTIALITY OF RECORDS

- A. The Partner shall maintain the confidentiality of 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 have responsibilities 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. If Contractor's is required by federal or state law, shall be construed as a breach of this MOU. The Agency 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 1232h, and 34 CFR 361.38. The Agency shall provide an executed **Confidentiality Agreement, Attachment 1**.

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 Partner in implementing workforce programs administered by the SFWIB, the Agency shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
- Social Security numbers: section 119.0721, Florida Statutes and 5 USCA 552a;
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14; section 381.004, Florida Statutes, which may be amended from time to time;
- Employment and Related Services for Persons with Disabilities: Chapter 413 Florida Statutes;
- 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.

- B. 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, subcontractors, and any subsequent subcontractors and their employees complete the **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated by reference as if fully set forth herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- C. A universal **Authorization to Release Confidential Information Form, Exhibit C**, attached hereto and incorporated by reference as if fully set forth herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- D. A universal **Authorization to Obtain Confidential Employment Information Form, Exhibit D**, attached hereto and incorporated by reference as if fully set forth 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.
- E. A universal **Authorization to Obtain Confidential Information Form, Exhibit E**, attached hereto and incorporated by reference as if fully set forth 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.

XII. INDEMNIFICATION

- A. The Agency shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees, 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 Agency or the Agency's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Agency's behalf under this Agreement, including but not limited to volunteers. The Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, attorneys' fees and other litigation expenses which may issue thereon. The Agency expressly understands and agrees that any insurance policies required by this MOU or otherwise provided by the Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
- B. **Term of Indemnification.** The provisions of this indemnification shall survive the expiration of this Memorandum of Understanding and shall terminate upon the expiration of the applicable statute of limitation.

XIII. TERMINATION

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

XIV. 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/CEO
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 183rd Street
Miami Gardens, Florida 33027

XV. AMENDMENTS

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

XVI. PRIOR AGREEMENTS

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

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

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

XVII. AUTONOMY

The SFWIB and the Partner agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the Parties hereto. All Parties hereto acknowledge the independence and autonomy of the other Party hereto. All Parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner are not partners, joint venture participants, agencies or instrumentalities of any kind of the SFWIB. Furthermore, the Partners' officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

XVIII. GRIEVANCE PROCEDURES

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

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

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

XX. 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 \$10,000.00 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 Agency shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XXI. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

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

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

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

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XXII. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Agency shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3**.

XXIII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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 Agencies 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 Agency 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, and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900.

- a) Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- b) Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

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

The Agency shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

XXV. CONFLICTS AND CODES OF CONDUCT

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

Ordinance codified at Section 2-11.1 et al. The Partner 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 Partner.

XXVI. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

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

XXVII. 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.

XXVIII. INTERGOVERNMENTAL PERSONNEL ACT

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

XXIX. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INVESTMENT ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

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

XXX. CERTIFICATION

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

XXXI. 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. All Parties shall be responsible for their own attorneys' fees, costs and other litigation expenses.

XXXII. FLORIDA PUBLIC RECORDS LAW

1. The Agency shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Agency in connection with this MOU, except that public records which are made exempt and/or confidential from public records disclosure by law must be protected from disclosure and includes, but is not limited to, criminal history information derived from the U.S. Department of Justice. The Agency's failure to allow such public access shall result in the immediate termination of this MOU or any renewal. The Agency 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 Agency shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
 - (b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential 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 Agency 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 Agreement that are in possession of the Agency upon termination of this Agreement. Upon termination of this Agreement, the Agency 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 SFWIB in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Article, 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

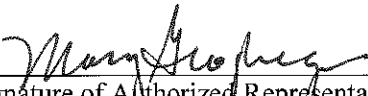
An Agency who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.

XXXIII. 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.

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

AUTHORIZED SIGNATURES FOR: **Adams and Associates of Nevada, Inc.**
AGREEMENT NUMBER: **MOU-PY'18-14-00**


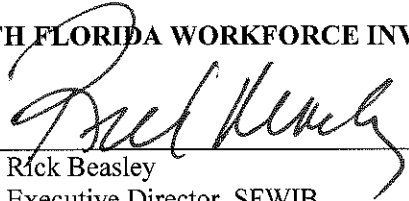
1a. 
Signature of Authorized Representative

2/21/19
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

3/6/19
Date

**PY'18-19
SCOPE OF WORK
ADAMS AND ASSOCIATES OF NEVADA, INC.**

The collaboration between **South Florida Workforce Investment Board dba CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Adams and Associates of Nevada, Inc. operator of 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:

- 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)**.
- 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.
- 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.
- 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.
 - Complete 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.
- 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) One or more of the following:
 - (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:

- 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.
- 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.
- 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.
 - Complete 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.
- 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.

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- 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) One or more of the following:
 - (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)).
- 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:
 - 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

Exhibit A

- 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.
- 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 CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Miami Job Corps Center's** program for display.
- Document and follow-up on the status of eligible students referred by CareerSource center operators, as requested.

**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 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 1-A (Exhibit A)



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.

COMMON INTAKE FORM

Attachment 2
(Exhibit A)

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

(24) Type of Disability (must be answered when considered to have a disability is Yes):

- Physical Impairment Mental Impairment
 Both a physical and mental impairment Information Not Disclosed

VETERAN DATA *Transitioning Service Member*

(25) Transitioning Service Member: Yes No

(26) Type of Transitioning Service Member:

- Not Applicable Within 24 months of retirement Within 12 months of discharge

(27) Estimated Discharge Date:

Veteran Information Service

(28) Eligible Veteran Status (Verified):

- Yes <= 180 days Yes, Eligible Veteran Yes, Other Eligible Person No

(29) Served more than 1 tours of duty: Yes No

Begin Date 1:

Discharge Date1:

Begin Date 2:

Discharge Date2:

Begin Date 3:

Discharge Date3:

(30) Campaign Veteran:

- Yes. No

(31) Disabled Veteran:

- Yes Yes, Special Disabled (30% or greater) No

(32) Recently separated veteran (within the last 48 months): Yes No

(33) Attended a Transition Assistance Program (TAP) Workshop within the last 3 years: Must be answered for Transitioning Service members and Veterans: Yes No

EMPLOYMENT (26 WEEKS PRIOR TO APPLICATION)

(34) Employment Status (Verified):

- Employed Employed, but received notice of termination of employment or military separation
 Not Employed

(35) If employed, individual is under-employed: Yes No Not Applicable

(36) Receiving Unemployment Compensation (Verified):

- Eligible Claimant referred by WPRS Eligible Claimant not referred to WPRS Exhaustee
 Neither Claimant nor Exhaustee

(37) Begin Date of Most Recent Job:

(38) End Date of Most Recent Job:

(39) Hours per Week at Most Recent Job:

(40) Number of Weeks Unemployed:

(41) Meets Long Term Unemployment Definition:
 Yes No

(42) Current or most recent hourly rate of pay (Verified):

(43) Occupation of Most Recent Employment prior to WIOA participation (if available)
ONET Code and Title:

(44) Farmworker Status:

- Farmworker Migrant Migrant Farmworker No

(45) Type of Qualifying Farm work:

- Agricultural Production & Services Food
 Processing Establishments

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:

(53) Dislocation Hourly Wage (Verified): \$

(54) Layoff Industry NAICS Code/Title (Optional):

(55) Layoff Occupation Code O*Net/Title :

(56) Declining Industry: Yes No

(57) If working, job lacks opportunity to advance or have a wage gain: Yes No

(58) TAA Petition Number:

EDUCATION INFORMATION

(59) Current Highest School Grade Completed (from registration) (Verified):

No School Completed

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th

12th & Did not receive a diploma or equivalent High School Equivalency Diploma

High School Diploma

1 Year of College or Technical or Vocational School

2 Years of College or Technical or Vocational School

3 Years of College or Technical or Vocational School

Vocational School Certificate

Associates Degree

Bachelor's Degree

Master's Degree

Doctorate Degree

Specialized Degree (e.g. MD, DDS)

(60) School Status (Verified):

In-School, H.S. or less In-School, Alternative School In-School, Post-H.S.

Not attending school, H.S. Dropout Not attending school, H.S. Graduate

(61) Attending any school (per state definition) excluding Adult Education (Verified): Yes No

PUBLIC ASSISTANCE *The following prompts are not required for Adult Basic Career Services Application*

Individual or member of family that is receiving, or in the past 6 months received the following:

(62) TANF (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(63) Supplemental Security Income (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No
(64) State or Local Income based public assistance (General Assistance) (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(65) Supplemental Nutrition Assistance Program (SNAP) (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No
(66) Social Security or Disability Income (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(67) Receiving or been notified will receive Pell Grant (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No

BARRIERS *The following prompts are not required for Adult Basic Career Services Application*

(68) English Language Learner (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(69) High School Drop Out (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(70) Basic Skills Deficient (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No
(71) Homeless (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	(72) Offender - Individual has been arrested/convicted of a crime (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No	
(73) Displaced Homemaker (<input type="checkbox"/> Verified): <input type="checkbox"/> Yes <input type="checkbox"/> No <small>Displaced Homemaker Verification required for Dislocated Worker Only</small>	(74) Within 2 Years of exhausting TANF lifetime eligibility: <input type="checkbox"/> Yes <input type="checkbox"/> No	
(75) Single Parent (including single pregnant women): <input type="checkbox"/> Yes <input type="checkbox"/> No	(76) Individual facing substantial cultural barriers: <input type="checkbox"/> Yes <input type="checkbox"/> No	(77) Eligible Migrant Season Farmworker as defined in WIOA Sec 167 (l) <input type="checkbox"/> Yes <input type="checkbox"/> No

(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
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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.

EXHIBIT B

**INFRASTRUCTURE FUNDING AGREEMENT
(IFA #PY'18-14-00)**

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** (hereinafter the "**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 "**Miami Job Corps Center**") located at 3050 NW 183 Street, Miami Gardens, Florida 33027 (collectively referred to as the "**Parties**" or "**Partners**").

WITNESSETH:

Whereas, the **SFWIB** occupies **12,000** 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 Adams & Associates of Nevada 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 **December 1, 2018** and terminate at the close of business on **June 30, 2019**.

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 **December 1, 2018**, **Miami Job Corps Center** shall pay the total amount of **\$148.87** which is equivalent to **\$21.27** per month based upon an hourly cost of **\$.0256** per square foot of net leasable space (for **208** hours per year) for **48** square feet of space prorated for a **seven (7)** month period.

Upon Contract execution, the total payment, in the amount of **\$148.87** 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 payment(s) to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

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. **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.

EXHIBIT B

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/CEO
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 183rd 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

Both Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the contracting Parties. **Miami Job Corps Center** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that **Miami Job Corps Center** is not an agency or instrumentality of any kind of the SFWIB. Furthermore, **Miami Job Corps Center** 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 document and its Attachment 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 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

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

AGREEMENT NUMBER: IFA-PY'18-14-00

MIAMI JOB CORPS CENTER

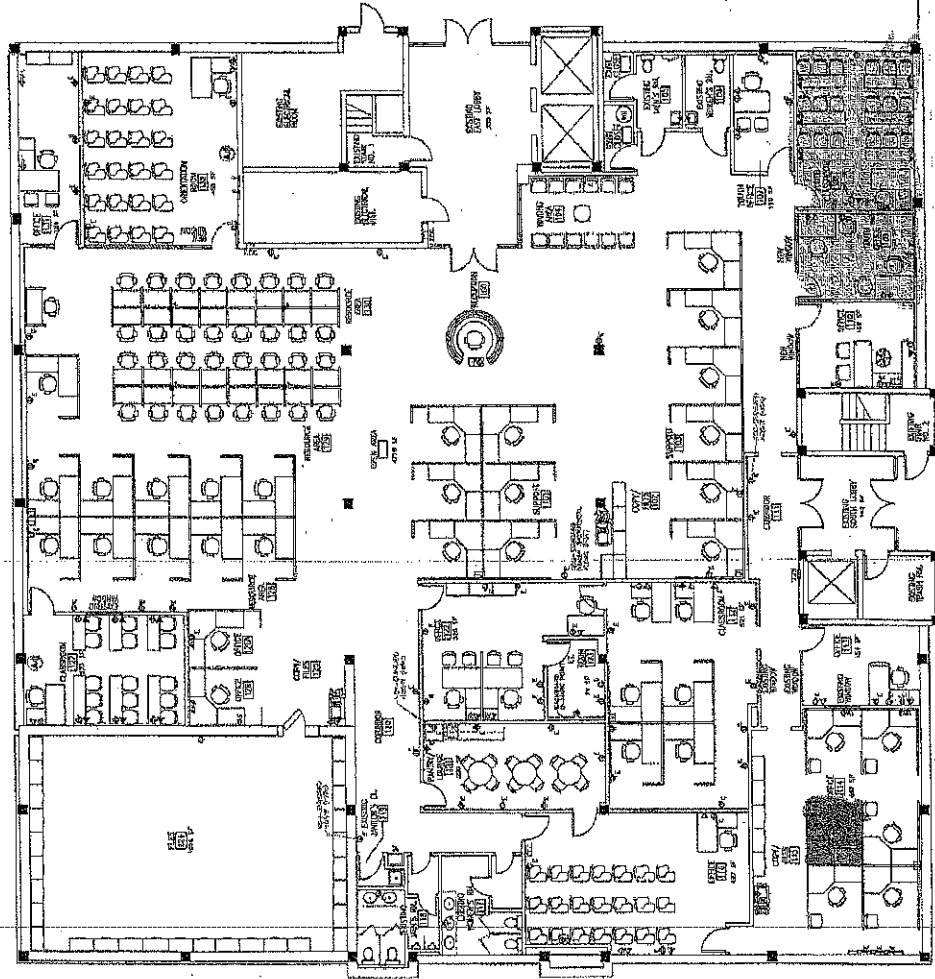
BY: Mary Geoghegan _____ Date 2/27/19 _____
Mary Geoghegan
Center Director
Miami Job Corps Center

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

RV BY: Rick Beasley _____ Date 3/6/19 _____
Rick Beasley
Executive Director
South Florida Workforce Investment Board

PY18-19
Infrastructure Funding Agreement

ATTACHMENT 1
(EXHIBIT B)



North Miami Beach
CareerSource center
801 NE 167th Street
North Miami Beach, FL 33162

1 cubicle (48 sq. ft.)
1 staff person
Tuesdays, 9:00 a.m.- 1:00 p.m.

1	EXISTING WALL/PARTITION TO REMAIN
2	NEW GLASS TO GLASS PARTITION
3	EXISTING ELECTRICAL CABLE TO REMAIN
4	NEW ELECTRICAL CABLE
5	NEW FUNCTIONAL CABLEWORK
6	NEW TELEPHONE CABLE
7	NEW FLOOR MOUNTED OUTLET IF NOT INDICATED OTHERWISE
8	NEW CEILING MOUNTED OUTLET
9	EXISTING ELECTRICAL PANEL
10	NEW ELECTRICAL PANEL
11	NEW ELECTRICAL PANEL TO PROVIDE 24 HOURS OF SERVICE
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2	NEW GLASS TO GLASS PARTITION
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Adams & Associates of Nevada, Inc.
Miami Job Corps

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: _____

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: _____

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 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: _____

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 JOB CORPS CENTER
Company Name (type or print)

Mary Grohman
Authorized Representative signature

2/27/19
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: _____

**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.

Mary C. Geoghegan
Signature

2/27/19
Date

MARY GEOGHEGAN, CENTER DIRECTOR
Name and Title of Authorized Representative

MIAMI JOB CORPS CENTER
Name of Organization