

**MASTER COOPERATIVE AGREEMENT  
BETWEEN SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND THE AGENCY FOR WORKFORCE INNOVATION (AWI)**

This Master Agreement (the Agreement) sets forth the terms and conditions that the South Florida Workforce Investment Board (the Board) agrees to the receipt of federal workforce funds from the Agency for Workforce Innovation (Agency or AWI). This Agreement shall take effect on September 1, 2007 and shall remain in effect for as long as the Board continues to receive federal funding from the Agency as directed by Workforce Florida, Inc. ("WFI") or until the Board is no longer certified by WFI as the designated regional workforce board. Failure to comply with the terms and conditions outlined herein may result in the loss of federal and state funds and may be considered grounds for the suspension or termination of this Agreement and result in a determination of disallowed costs.

**Fiscal and Administrative Controls**

A. The Board agrees to comply with the applicable cost principles and administrative requirements for grants and agreements included in the appropriate circulars of the Office of Management and Budget. The Board agrees to follow all programmatic and funding requirements established under the respective federal and State law and has provided a certification that the written administrative procedures and processes representing the minimum required procedures and fiscal controls for managing and operating a Workforce Investment Act, Wagner-Peyser, Welfare Transition, Food Stamp Employment & Training and other programs for which the Regional Workforce Board/administrative entity receives funds from the Agency or WFI are in place. The certification is attached hereto as Exhibit "E".

The Board shall receive its level of allocated funding and other funding by way of Notice of Fund Availability (NFA). These NFA notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

The Board shall, in accordance with the Agency's instructions, provide timely electronic data to the Agency, via the electronic data systems used at the One-Stop centers and the Board, as it relates to the financial information in order to allow the Agency to provide accurate reports to the United States Department of Labor (USDOL) or other federal agencies, Workforce Florida, Inc. (WFI) and other interested parties and to review the Board's fiscal status and performance. The Board shall, in accordance with the Agency's instruction, enter programmatic information in the respective workforce systems in a timely manner in order to monitor, provide accurate information/reports the aforementioned parties.

B. The Board agrees to be monitored and comply with the Audit Requirements set forth in Exhibit "D" on an annual basis to ensure compliance with these uniform requirements and take prompt corrective action as a result of findings of noncompliance. The Board also understands that the Agency may recommend sanctions or penalties against the Board to WFI for failure to take appropriate corrective action to secure compliance with

the administrative requirements. The Board understands that the Agency may take action to recover disallowed costs and interest. Upon exhaustion of applicable administrative and judicial remedies, the Board agrees to refund the amount of finally determined disallowed costs and interest from non-federal and non-state grant funds.

### **Performance Measures**

A Performance will be tracked using the quarterly Workforce Balanced Scorecard Reports and the measures and goals therein shall now be considered the “Performance Standards”. Additionally, the Board is required to perform in accordance with any and all other requirements set forth in the Memorandum of Understanding (“MOU”), Exhibit “A”, the Plans and Other Agreements in which the Board has received a Notice of Fund Availability, and governing State and/or Federal law. The Board shall, in accordance with the Agency’s instructions, provide timely electronic data to the Agency, via the electronic data systems used at the One-Stop centers, as it relates to the Performance Standards in order to allow the Agency to provide accurate reports to USDOL, WFI and other interested parties and to review the Board’s performance.

B. Corrective Measures. The Agency will routinely review and monitor the Board’s performance as directed by WFI and will notify the Board in writing of any deficiencies or recommendations. The need for such a review will be determined by WFI based on an analysis of a region’s workforce program participant and financial data as provided by the Agency. The Board agrees that its failure to meet at least 80% of each of the goals set forth that are related to or aligned with the measures negotiated with USDOL in the Performance Standards or its failure to substantially comply with any and all other requirements set forth in the MOU, the Plans and other agreements, and governing State or Federal law constitutes grounds for corrective measures. Should the Board’s performance require corrective action to improve performance, the Agency will initiate a Performance Improvement Plan in coordination with WFI.

The Board will have 30 days from the date of receipt of the written Performance Improvement Plan to respond to the recommendations outlined in the plan and to present a plan of action to implement the recommendations to the Agency and WFI for approval. The Agency and WFI shall be available to assist the Board in planning and implementing the recommendations in the Performance Improvement Plan. The Board will provide to the Agency a status report relative to the Performance Improvement Plan recommendations and the plan of action to implement the recommendations required. If the Board does not present a timely plan of action to implement the recommendations as outlined in the Performance Improvement Plan, or if the Board fails to receive the Agency and WFI’s approval of the Board’s plan of implementation of the recommendations, or if the Board fails to implement the recommendations within a reasonable time, or if the deficiencies are not corrected within a reasonable time following the Board’s implementation of the recommendations, the Agency may, subject to WFI’s direction, reduce or otherwise adjust the Board’s funding (including, but not limited to, disqualification from distributions of incentive monies, reallocated funds and/or State level reserve funds) and, for repeated and/or persistent failure to correct

deficiencies, WFI may take additional corrective action, up to and including termination of the Board's charter.

### **Memorandum of Understanding**

Attached, as Exhibit "A", is the Memorandum of Understanding that sets forth the terms of Agreement for cooperation and consultation between the Agency and the Board, with regard to the workforce program services delivered by the Agency staff in the One-Stop System established within the Board's Workforce Region.

### **Confidentiality Agreement**

A. The Board understands that it is subject to the Florida Public Records Law, Section 119.07, Florida Statutes. However, the parties agree to share confidential customer and program information as necessary but only within the limits established by Federal and State laws and regulations governing confidentiality. Both parties also agree to provide access to and share any forms that may be used in the delivery of program services in the local One-Stop System.

B. Employees of AWI, One-Stop centers, Regional Workforce Boards (RWBs) and their contractors and subcontractors, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, participants and unemployment compensation claimants. The information received includes, but is not limited, to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and must be safeguarded against unauthorized disclosure in accordance with 20 CFR 603 and sections 443.171(5) and 443.1715, Florida Statutes. Furthermore, welfare transition participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and section 414.295, Florida Statutes. Therefore, the Board, and their contractors and subcontractors, in the course of receiving and utilizing confidential workforce program information for the purpose of performing their duties shall:

1. Maintain the confidentiality of employer, employee and participant identity and all related information pursuant to State and Federal law and regulations. The Board must sign the attached "Regional Workforce Board Non-Disclosure and Confidentiality Agreement" and return it to the Agency. When signed, the certification statement shall be incorporated by reference into this Agreement as Exhibit "B".

2. Abide by all present and future directives and Agency policies issued in accordance with State and Federal laws pertaining to workforce program and grants, privacy requirements and data confidentiality. Official requests shall be handled in accordance with AWI guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the AWI Intranet.

3. Abide by data security measures imposed by the Department of Children and Families, the Agency or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA).

4. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to sections 443.171(5) and 443.1715, F.S., and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, these data are not confidential. These data are collected and produced through cooperative agreements with the USDOL, Bureau of Labor Statistics, and AWI, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available only to public employees (including Regional Workforce Boards) in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of State law.

#### **State Plan and Certifications and Assurances**

A. The Board has submitted and received approval on its Two Year Plan which outlines the Board's delivery and administration of all workforce services within its region. This plan identifies and describes certain policies, procedures and local activities that are carried out in the local area and consistent with the State Plan. The local workforce investment plan must meet the requirements of WIA section 118(b) and other requirements as specified by WFI.

B. The Board has executed and submitted the following required certifications and assurances as part of its Two Year Plan. These certifications and assurances are incorporated by reference and made a part of this Agreement:

1. Assurances – Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98)
3. Certification Regarding Lobbying (29 CFR Part 93)
4. Drug free Workplace Certification (29 CFR Part 98)
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

C. On an annual basis, the Board shall sign the certification that the Two Year Plan has been updated and is current or that no changes are required. The certification also requires that the Certifications and Assurances on file with the Two Year Plan are current and that the terms and conditions have not changed. Exhibit "C".

### **Information Technology Systems**

A. The Board shall designate a Management Information Systems Director who will work with the Agency and the Enterprise Information Technology Services office within the Department of Management Services (DMS) to ensure optimal communications between local and State networks supporting the Agency's Management Information Systems (hereinafter collectively referred to as "the Workforce Systems"). In addition, the Board shall designate a Regional Security Officer who shall coordinate with the Agency and with the Department of Children and Families (DCF) as required, to ensure all applicable security requirements are met and procedures are followed. The Regional Security Officer shall provide information to DCF and the Agency on users that have access to the Workforce Systems as often as necessary.

B. The Board will ensure that the Agency staff assigned to the local One-Stop have access to electronic and written communication from the Agency. The Board will maintain a secure connection to the State's resources and internal network ensuring necessary access to AWI's Intranet, People First, Financial Reports and other application/data at an acceptable bandwidth with privacy and adherence to Agency security policies.

### **Risk Mitigation Strategies**

The Board shall engage in risk mitigation strategies to ensure the protection of informational assets and the promulgation of business activities. The strategies should include, but are not limited to, an organizational risk analysis, a disaster recovery plan, a continuity of operations plan, and adequate insurance coverage.

### **Response to Customer Service Complaints**

The Agency will forward any customer complaints about the workforce system received directly or forwarded from the Governor's, legislators', or congressmen's offices, to the appropriate regional board for review. Regional board staff will investigate the complaint in a timely manner, take whatever action they feel appropriate, and report the action in writing to the Agency so that the complaint can be closed.

### **Attachments:**

The following Exhibits are incorporated by reference into this Agreement:

Exhibit A - MOU

Exhibit B – Regional Workforce Board Non-Disclosure and Confidentiality Agreement between AWI and RWB (Needs signature of RWB Designee and date) and Exhibit B-1 – (Sample) Individual Non-disclosure and Confidentiality Certification Form

Exhibit C -Annual Certification

Exhibit D- Audit Requirement

Exhibit E – Annual/Administrative Procedures and Process Certification

### **Agreement Terms**

A. Order of Precedence. If there is any conflict between the provisions set forth in this Agreement (as such may be modified from time to time by the Agency, as directed by

WFI, upon written notice to the Board), and the Other Standards set forth in the MOU, the Plans and Other Agreements and Federal and State law, it will be resolved in the following order of priority: (i) Federal and State law; (ii) this Agreement; (iii) the Plans and Other Agreements; and (iv) the MOU.

B. Modifications. Except with respect to the permitted unilateral modification of the Performance Standards by the Agency, as directed by WFI, as set forth in this Agreement, any modification to this Agreement shall be by written consent of the parties.

C. Contingency Statement. This Agreement is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the “State of Florida’s performance and obligation to pay [to the extent a payment obligation can be gleaned from the terms set forth herein] under this contract is contingent upon an annual appropriation by the Legislature.”

D. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Florida applicable to contracts executed and to be wholly performed within such state.

E. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the term or provision will be stricken, and the remainder of the Agreement will remain in full force and effect.

F. Notices. When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph.

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

To the Agency: J. Wyatt Pope  
Director for Workforce Services  
Agency for Workforce Innovation  
107 East Madison Street  
Tallahassee, Fl. 32399-4120

In the event that different representatives are designated by any party after the execution of this Agreement, notice of the name, address, zip code, and telephone number of the newest representative will be rendered in writing to all of the parties and said notification attached to copies of this Agreement.

G. Indemnification. Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this Agreement and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

H. Warranty of Ability to Perform. The Board warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Board's ability to perform under this Agreement. The Board shall immediately notify the Agency in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during the term of the Agreement.

I. Florida Certified Minority Business Enterprise Utilization Reporting.  
The Board shall submit to the Agency on a quarterly basis a report listing all expenditures with Florida Certified Minority Business Enterprises.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

Agency for Workforce Innovation:

By: \_\_\_\_\_  
Barbara K. Griffin  
Deputy Director

Date: \_\_\_\_\_

South Florida Workforce Investment Board:

By: \_\_\_\_\_  
Name: Rick Beasley  
Title: Executive Director

Date: \_\_\_\_\_

## **EXHIBIT “A”**

### **MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH FLORIDA WORKFORCE INVESTMENT BOARD AND THE AGENCY FOR WORKFORCE INNOVATION (AGENCY)**

#### **FOR THE DELIVERY OF WAGNER-PEYSER FUNDED EMPLOYMENT SERVICES AND OTHER WORKFORCE PROGRAM SERVICES PROVIDED BY THE AGENCY**

The following Memorandum of Understanding (the “Agreement or MOU”) sets forth the terms of Agreement for cooperation and consultation between the Agency for Workforce Innovation (the “Agency or AWI”), and South Florida Workforce Investment Board (the “Board”), with regard to the workforce program services delivered by Agency staff in the One-Stop System established within Workforce Region 23.

#### **I. Applicable Workforce Programs**

This Agreement covers the delivery of the following Agency program services, hereinafter collectively referred to as “Agency program services”:

- Employment Services funded under the Wagner-Peyser Act of 1933, as amended, including Services to Veterans and Migrant and Seasonal Farm Workers.
- Workforce activities authorized under Title 38 U.S.C., Chapter 41, including dedicated job counseling, training, and placement for veterans.
- Outreach and referral services for the Job Corps Program under Subtitle C of the Workforce Investment Act of 1998.
- Other workforce program services that may be directly provided by the Agency.

#### **II. Governing Law**

The Workforce Investment Act (“WIA”) of 1998 and the Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, are the principal laws that govern the Board and the Agency relative to the delivery of Agency services within the One-Stop system established by the Board. The Agency and the Board shall also comply with the applicable Federal and State laws and rules to include relevant provisions of the Code of Federal Regulations and OMB circulars that govern each of the above referenced Agency program services.

#### **III. Purpose of Agreement**

It is the purpose of this Agreement to establish an organizational framework to integrate the delivery of Agency program services into the One-Stop delivery system established by the Board. The Agreement satisfies the requirements contained in the Workforce Investment Act of 1998 for a Memorandum of Understanding between the Agency and the Board and the requirements contained in the Florida Workforce Innovation Act of 2000 (Chapter 445, Florida



Statutes) for the delivery of these services within the locally managed One-Stop delivery system. The Agreement defines the partnership between the Agency and the Board to provide Agency program services in a coordinated, seamless and customer friendly manner within the locally established One-Stop delivery system. The relationship between the Board and the Agency is also defined by the performance agreement executed between the Agency and the Board.

#### **IV. Duration of Agreement**

This Agreement shall be in effect for the duration that the Board continues to provide the services under this Agreement.

#### **V. Description of the One-Stop System**

The WIA regulations at 20 CFR 652.216 state: "The One-Stop system envisions a partnership in which Wagner-Peyser Act labor exchange services are coordinated with other activities provided by other partners in a One-Stop setting. As part of the local Memorandum of Understanding, One-Stop partners may agree to have staff receive guidance from the One-Stop operator regarding the provision of labor-exchange services. Personnel matters, including compensation, personnel actions, terms and conditions of employment, performance appraisals, and accountability of merit-staff employees funded under the Wagner-Peyser Act, remain under the authority of the Agency (including such matters that are delegated to any other public agency). Such guidance given to employees must be consistent with the provisions of the Wagner-Peyser Act. "

Subsection 445.009 (3)(b), Florida Statutes states: "Employment services must be provided through the One-Stop delivery system, under the guidance of One-Stop delivery system operators. One-Stop delivery system operators shall have overall authority for directing the staff of the workforce system. *Personnel matters shall remain under the ultimate authority of the Agency for Workforce Innovation.* However, the One-Stop delivery system operator shall submit to the Agency, information concerning the job performance of agency employees who deliver employment services. The Agency shall consider any such information submitted by the One-Stop delivery system operator in conducting performance appraisals of the employees. "

A staffing structure chart(s) that describes the site location and identifies the designated operator or managing partner for each One-Stop system/center established by the Board is attached to this Agreement. The chart(s) will identify the position classification and program assignment for Agency staff assigned to each One-Stop system/center. Changes made to the designated operator or managing partner and changes made to the program assignment of staff shall be reflected on revised charts and submitted as a simple notice of change to the Agreement by the party making the change to the other party.

All Agency workforce program services will be integrated at these locations and delivered under the functional direction and management of the designated operator or managing partner of the One-Stop system/center where Agency program staff is assigned. Although the One-Stop system operator or managing partner shall have overall authority for directing Agency staff

assigned to local One-Stop centers, personnel matters, such as hiring and discipline, shall remain under the ultimate authority of the Agency.

## **VI. Statement of Work**

The Agency shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under the Wagner-Peyser Act and any other applicable Federal and State laws for the workforce program services directly delivered by the Agency. It is understood by the parties to this Agreement that each should be able to fulfill its responsibilities under the Agreement in accordance with the provisions of laws and regulations that govern their respective activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

The Board and the Agency agree to jointly plan for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Agency will provide to the Board the amount of anticipated revenue allocated to the workforce region for each program administered by the Board to use for planning purposes. The Agency shall ensure that it meets the requirement in section 445.009, Florida Statutes that at least 90 percent of the Wagner-Peyser funding go to fund direct customer services. Both parties agree to share resources in supporting those core, intensive, and training related services common to each of the programs administered by each party according to an approved cost allocation plan. The approved cost allocation plan is incorporated by reference into this MOU.

The Agency will support the Board in providing the following common core and intensive One-Stop services.

### **CORE SERVICES:**

- Outreach and initial customer intake
- Initial assessment of customer needs
- Eligibility determination for Agency program services
- Provision of Labor Market Information
- Provision of information regarding job vacancy listings including job skill requirements and earnings
- Provision of information regarding the availability of supportive services
- Provision of information regarding performance and costs for eligible training providers
- Unassisted access to job placement resources
- Referral to other appropriate workforce services
- Other core services as determined by the Board and allowable as an eligible activity under Agency program services

### **INTENSIVE SERVICES:**

- Comprehensive and specialized assessments of customers' needs

- Development of an appropriate intervention and service strategy to meet identified customer needs
- Group and specialized customer counseling
- Career planning
- Case management
- Staff assisted job placement
- Referral to other appropriate workforce services
- Other intensive services as determined by the Board and allowable as an eligible activity under the Agency programs

**TRAINING SERVICES:**

- Referral to training services as appropriate
- Other related training services as determined by the Board and allowable as an eligible activity under Agency program services

AWI staff assigned to the local One-Stop centers shall deliver the Agency program services listed in Section I of this Agreement. The delivery of these services shall be done in compliance with all applicable Federal and State laws, including all required equal opportunity and non-discrimination laws. The Agency shall be responsible for funding, directing, controlling, and delivering the workforce services provided by the AWI staff consistent with Federal guidelines and consistent with the direction provided by the Board. The day to day management of these services and AWI staff will be done under the supervision of the One-Stop Operator or managing partner within the overall direction and guidance provided by the Agency and as described in this Agreement. Any identified or perceived conflict in the direction provided to Agency staff assigned to deliver these workforce services will be referred by the Board to the designated Agency representative for resolution.

**VII. Staffing**

The Board has the authority to provide to AWI merit system and Other Personal Services employees day to day supervision and direction as it relates to the operation of the One-Stop Centers. Subsection 445.009(3)(b), Florida Statutes, limits the Agency’s right to delegate personnel management to the Board and requires that the ultimate authority, as outlined in the Statute, remain with the Agency. The Agency can and will accept recommendations from the Board on all personnel matters with respect to the Agency employees they supervise. Final action resulting from such recommendations will remain with the Agency. The Board and the Agency shall determine how the Board will provide recommendations to the Agency regarding personnel matters with respect to Agency employees and those procedures shall be incorporated by reference into this Agreement.

The Board and the Agency shall jointly complete a staffing structure chart that describes the Agency staff structure within the Board’s One-Stop delivery system. The Staff chart shall be retained as the official organizational chart by the Agency’s Human Resources Department.

The One-Stop Operator or Managing Partner shall designate a One-Stop Site Manager who shall be responsible for supervising the day to day operations for each local One-Stop center. Agency staff shall follow the day to day guidance provided by the One-Stop Site Manager to ensure coordination and integration of Agency services with the operation of the local One-Stop center. The One-Stop Site Manager may designate other staff to assist and provide direction in the management of the center. Such designations must be clearly defined and communicated to prevent any confusion for Agency staff. Agency employees continue to be subject to the Agency's leave and time distribution policies and procedures but shall notify and obtain concurrence from the designated One-Stop Site Manager regarding absences to ensure that leave is coordinated with other site partners and does not interfere with the on-going operation of the One-Stop center. Any disputes regarding leave requests by an Agency employee shall be resolved by the Agency's representative, as described in the following paragraph.

The Agency shall designate a primary Agency representative to resolve any personnel issues and disputes and be the signatory official for all personnel actions relative to Agency staff assigned to the Board's local One-Stop centers. The designated Agency representative will accept recommendations from the Board when determining the number and classification of assigned Agency staff positions. The designated Agency representative shall accept input and recommendations from the designated One-Stop Site Manager regarding personnel matters such as recruitment and selection of staff, assignment of staff, disciplinary and termination actions, performance evaluations, and other similar type personnel actions. Although recommendations provided by the One-Stop Site Manager shall be accepted by the Agency when taking personnel actions, the ultimate decision for any personnel action remains with the Agency. The Agency shall follow Chapters 110 and 112, Florida Statutes, Chapter 60L of the Florida Administrative Code, and the Master Contract between the State of Florida and Public Employees Council 79 of the American Federation of State, County and Municipal Employees Union, AFL-CIO when conducting any personnel action.

Under the direction of the Board, the recruitment and selection of Agency staff assigned to a local One-Stop center shall be coordinated with the local One-Stop Operator's or managing partner's regular recruitment and selection process. The Agency shall notify the Board and the local One-Stop Operator or Managing Partner of its staff needs including any hiring deadlines dictated by contractual and grant obligations. The Agency shall solicit recommendations from the One-Stop Operator or Managing Partner regarding staffing requirements, essential job functions, and relevant selection criteria. The Agency shall ensure that the recruitment and selection process complies with Chapter 110, Florida Statutes, and Chapter 60K of the Florida Administrative Code, and that Agency staff recruited and placed in Other Personnel Services (OPS) employment shall be hired consistent with Chapter 60L of the Florida Administrative Code.

## **X. Communications**

Both the Board and the Agency agree to fully cooperate and communicate in their mutual efforts to implement the provisions of the Agreement and to ensure a seamless delivery of workforce services. Both parties agree to facilitate and maintain collaboration, cooperation and on-going communications between staff of the Agency and the Board and its designated One-Stop

Operator or Managing Partner. The Board will ensure that all correspondence and mail relevant to the Agency's programs shall be expeditiously distributed. Local Agency staff will coordinate with and use any correspondence and mail distribution system established by the Board's One-Stop Operator or Managing Partner. The Agency will coordinate with the Board and its One-Stop Operator or Managing Partner before distributing any locally developed material and agrees to coordinate and use any marketing and communication design specifications developed by the Board.

## **XI. Property and Equipment**

The Board shall designate a custodian for all property and equipment purchased and/or transferred to the Board from the Agency for use in the One-Stop delivery system. The Board and its designated One-Stop Operator(s) or Managing Partner(s) shall follow the procurement procedures approved by Workforce Florida, Inc. in the purchasing of property, equipment, and other goods and services for use in the local One-Stop delivery system. The Board shall follow its own property management procedures when managing property and equipment. Upon termination of this agreement, the Board agrees that the Agency shall be reimbursed its monetary share of the fair market value of all property and equipment purchased directly by the Agency and subsequently transferred to the Board, except however, any item valued at less than \$1,000 may be retained, sold, or otherwise disposed of by the Board without further obligation to the Agency.

## **XII. Leasing**

The Board is responsible for managing real property and leases for all space utilized in the One-Stop Delivery System. The Board and its designated One-Stop Operator(s) or Managing Partner(s) shall be responsible for all activities involved with securing space for local One-Stop centers, insuring payment to lessors and cost allocating rent charges and otherwise managing leases. The Agency will provide administrative consultation, support and assistance as requested by the Board.

## **XIII. Travel**

Agency employees shall comply with the travel guidelines contained in Chapter 112, Florida Statutes. Agency employees assigned to a local One-Stop Center shall confer with the One-Stop Site Manager to coordinate and obtain concurrence for travel other than routine local travel in connection with the employee's regular work assignments. Concurrence for non-routine travel such as workshops, conferences, out-of-area travel, etc., shall be obtained prior to an Agency employee requesting official approval by the Agency. The designated Agency representative shall have signatory authority for travel and will be the contact for the Agency in resolving any dispute regarding travel by Agency staff assigned to the local One-Stop Delivery System.

## **XIX. Impasse Resolution**

In the event that an impasse should arise between the Agency and the Board's designated One-Stop Operator(s) or Managing Partner(s), either party may request an informal hearing with the

Chair of the Board. If further mediation is required, a request may be made to have the matter referred to the full Board of Directors. An impasse situation between the Board and the Agency regarding the terms and conditions of this Agreement shall be referred to the President of Workforce Florida, Inc. for mediation. The President of Workforce Florida, Inc. shall meet with the Director of the Agency, or a representative of the Agency designated by the Director, and the Chair of the Board, or a representative of the Board designated by the Chair, to mediate the impasse. The President of Workforce Florida, Inc. shall refer the issue to the Executive Committee of Workforce Florida, Inc. for a final resolution if the attempt to mediate a resolution is unsuccessful.

**EXHIBIT "B"**

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

**Data Sharing Agreement**

**(Non-Disclosure and Confidentiality Agreement)**

**I. Parties to the Agreement:**

The Agency for Workforce Innovation (Agency) and the South Florida Workforce Investment Board

**II. Terms and Conditions of Agreement:**

A. The parties to this Agreement recognize that the full participation of the Agency as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to the boards and/or their agents, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Local level security officers for the various workforce programs systems shall be appointed by the Board. It is not required that these individuals be Agency employees.

C. The Boards their security officers, staff, Agency employees, participating partners as defined in 20 CFR 662, contractors, subcontractors, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to State and Federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. The Board must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. The Executive Director of each Board must sign this "Non-Disclosure and Confidentiality Certification" statement and return the agreement to AWI, Office of One-Stop and Program Support.

D. The Board will ensure that security officers, staff, participating partners, contractors, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. The Board will assign to the workforce systems only Board and Agency staff, contractor, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. The Board will require security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees who have access to confidential

information, to sign and comply with an “Individual Non-Disclosure and Confidentiality Certification Form”, attached. The Board shall maintain these certifications on file subject to inspection by the Agency. The Board is responsible for ensuring that the Agency is notified when employees who are terminated or are no longer in need of system access to enable the Agency to terminate the access and thereby protect the security of the system and the data. The Security Officer should maintain a current list of all users.

F. The Board will advise security officers, staff, contractors, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

**III. Exchange of Information between the Parties:**

All information necessary to execute the terms of this agreement will be exchanged between the parties to this Agreement.

**IV. Confidentiality and Public Access:**

- A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with Federal, State, and local laws.
- B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.
- C. The Board, Board staff, Agency employees, contractors, subcontractors and their employees may obtain access to information that is otherwise confidential. However, that access does not alter the confidential nature of the information. It is incumbent upon the Board, Board staff, Agency staff, contractors, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this agreement by parties other than those specified in this agreement shall be processed according to the Board’ records management procedures and follow the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas AWI FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the AWI Intranet.

**V. Indemnity:**

The Board is an independent contractor and shall carry out, exercise and execute its duties under this agreement as an independent contractor. In discharging said duties and responsibilities, the Board shall exercise due and responsible care and shall comply with all assurances contained herein. The Board agrees to defend, indemnify, and hold the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney’s fees, and expenses which arise



out of, or are the result of negligent performance or negligent non-performance of this agreement.

**VI. Termination of the Agreement:**

This Agreement may be terminated upon failure of either party to abide by the terms of the agreement or for the convenience of the parties, within thirty days of written notice by either party. The Agency reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by the Agency.

**VII. Effective Dates of Agreement:**

This Agreement will be in effect upon the last date of the signature of all parties.

**SIGNATURES**

*In witness whereof, the parties have here unto set their hands and seals the day and year set forth.*

**RESPONSIBLE REGIONAL WORKFORCE BOARD**

**South Florida Workforce Investment Board:**

**Executive Director: Rick Beasley**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**ACCEPTED BY AGENCY FOR WORKFORCE INNOVATION:**

**Name of Deputy Director:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## **EXHIBIT “B-1”**

### **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 Agency for Workforce Innovation, made available to my employer, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage 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 duties associated with the program requirements set forth under contract or agreement, I am requesting an approved username, password, and additional instructions for accessing the State’s Management Information Systems, (hereinafter collectively referred to as “the Workforce Systems”). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the South Florida Workforce Investment Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the South Florida Workforce Investment Board.
5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall 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) involved.

7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or the South Florida Workforce Investment Board. I shall 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 username 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.
9. 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 further acknowledge 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 a fine and/or period of 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.
10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

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

\_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT "C"**

**ANNUAL CERTIFICATION OF  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD)**

\_\_\_\_\_, Chair and \_\_\_\_\_,

Executive Director, on behalf of the \_\_\_\_\_

South Florida Workforce Investment Board, Region 23 certify that the Board's Two Year Plan on file with Workforce Florida, Inc., is current. Additionally, all certifications and assurances on file with the Plan are current. This certification is incorporated and made a part of the Master Cooperative Agreement which the Board has executed and agreed to on \_\_\_\_\_.

\_\_\_\_\_  
Chair of South Florida Workforce Investment Board

\_\_\_\_\_  
Executive Director

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

SEAL

\_\_\_\_\_ Personally Known OR

\_\_\_\_\_ Produced ID – Type of ID \_\_\_\_

## **EXHIBIT “D”**

### **AUDIT REQUIREMENTS**

The administration of resources awarded by the AWI to the recipient may be subject to audits and/or monitoring by the AWI as described in this attachment.

#### **MONITORING**

**In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), the AWI may conduct or arrange for monitoring of activities of the recipient. Such monitoring activities may include on-site visits by the AWI staff or contracted consultants. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AWI. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Auditor or the Florida Auditor General.**

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

1. This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
2. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the AWI. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
3. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
4. Such audits shall cover the entire recipient organization for the organization’s fiscal year. Compliance findings related to contracts with the AWI shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the AWI shall be fully disclosed in

the audit report with reference to the AWI contract involved. Additionally, the results from AWI's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

5. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the AWI in effect during the audit period.

6. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

7. Although OMB Circular A-133 exempts commercial(for-profit) organizations from single audit requirements, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend more than \$500,000 or more in Federal awards must comply with Federal awards guidelines. Additionally, for-profits entities may be subject to certain specific audit requirements of individual Federal grantor agencies. For example, according to 20 C.F.R. Part 667.200 (b)(2)(ii) of the Federal Regulations for WIA, Commercial organizations which are subrecipients under Workforce Investment Act (WIA) title I that meet the expenditure threshold must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit. In addition, Federal funding provided by the U.S. Department of Health and Human Services requires compliance with Circular A-133 or a financial related audit in accordance with government auditing standards if the organization meets the expenditure threshold.. See 45 C.F.R., Part 74.26 for further details.

A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

1. This part is applicable if the recipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

2. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the AWI, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

3. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)( e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at: <http://apps.fldfs.com/fsaa/>

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

A. Agency for Workforce Innovation  
Office of the Inspector General  
Caldwell Building  
107 East Madison St.  
Tallahassee, FL 32399-6545

Agency for Workforce Innovation  
Financial Management Systems Assurance Section (FMSAS)  
Caldwell Building, Suite 200  
107 East Madison St.  
Tallahassee, FL 32399-6545

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the AWI at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. Agency for Workforce Innovation  
Office of the Inspector General  
Caldwell Building  
107 East Madison St.  
Tallahassee, FL 32399-6545

Agency for Workforce Innovation  
Financial Management Systems Assurance Section (FMSAS)  
Caldwell Building, Suite 200  
107 East Madison St.  
Tallahassee, FL 32399-6545

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

4. Any reports, management letter, or other information required to be submitted to the AWI pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and sub recipients, when submitting financial reporting packages to the AWI for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub recipient in correspondence accompanying the reporting package.



## **PART IV: OTHER INSTRUCTIONS**

### **AUDITOR WORKPAPERS ON INTERNAL CONTROLS**

The RWB will request the internal control workpapers from the auditor(s) performing their annual independent financial statement audit. The ELC will keep these workpapers onsite as part of their financial records and will make these records available for review by AWI upon request. The RWB further agrees that upon request AWI will also be provided other audit workpapers as needed.

Revised 6/19/07

**EXHIBIT "E"**

**ADMINISTRATIVE PROCEDURES AND PROCESS CERTIFICATION**

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

Edward Margolis, Chairman and Rick Beasley, Executive Director, on behalf of the South Florida Workforce Investment Board, Region 23 certify that the written administrative procedures and processes listed in the attached document are in place. These represent the minimum required procedures and fiscal controls for managing and operating a Workforce Investment Act, Wagner-Peyser, Welfare Transition, Food Stamp Employment & Training and other programs for which the South Florida Workforce Investment Board/administrative entity receives funds from the Agency for Workforce Innovation or from Workforce Florida Inc.

This certification is incorporated and made a part of the Master Cooperative Agreement which the Board has executed and agreed to on \_\_\_\_\_.

\_\_\_\_\_  
Chairman of South Florida Workforce Investment Board

\_\_\_\_\_  
Executive Director

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public

SEAL

\_\_\_\_\_ Personally Known OR

\_\_\_\_\_ Produced ID – Type of ID \_\_\_\_

**ATTACHMENT**

## **Administrative Procedures and Process Certification**

The following administrative processes and procedures are the minimum required to be in place so that the Regional Workforce Boards are in compliance with Federal and State laws, applicable OMB Circulars and guidance and instructions from the Agency for Workforce Innovation and/or Workforce Florida, Inc. The list is not intended to be an indication of the adequacy of the procedures and processes in place. Governmental Agencies must follow the administrative requirements codified by the United States Department of Labor (USDOL) at 29 CFR Part 97 and non-profit organizations and educational institutions must follow the administrative requirements codified by USDOL at 29 CFR Part 95. These rules also require that the cost principles codified at 2 CFR Part 220 (OMB Circular A-21) or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122) (as applicable) must be followed.

### **I. Financial Management Systems**

Both 29 CFR 97.20(b) and 95.21(b) establish a set of seven standards that must be included in financial management systems of grantees and sub grantees.

1. Financial Reporting – Accurate, current and complete disclosure of the financial results of grant activities must be made in accordance with reporting requirements.
2. Accounting Records – All grantees must keep records to adequately identify grant funds.
3. Internal Control – Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property and other assets.
4. Budget Control- Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant.
5. Allowable Costs – Applicable OMB cost principles, grant regulations and terms of all grant and subgrant agreements and guidance must be followed in determining the reasonableness, allowability and allocability of costs.
6. Source Documentation – Accounting records must be supported by source documentation such as canceled checks, invoices, purchase orders, paid bills, payroll, time and attendance records, contract and subgrant documents, tax records etc.
7. Cash Management – Procedures for minimizing the time elapsing between the transfer of funds from AWI and disbursement by grantees must be followed.

## II. Cost allocation and Shared costs

WIA regulations require that each partner contribute a fair share of the operating costs of a One-stop system proportionate to the use of the system by customers who are attributable to the partner's program (20 CFR 662.270). In addition to one-stop shared costs, the Regional Workforce Board must have a cost allocation plan that demonstrates how costs that benefit more than one grant program are allocated on the basis received by each funding source or grant.

(2 CFR Part 220 (OMB Circular A-21), or, 2 CFR Part 225 (OMB Circular A-87) or, 2 CFR Part 230 (OMB Circular A-122)).

## III. Procurement

Both 29 CFR Part 97 and 29 CFR Part 95 establish standards for use by recipients and subrecipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in that section.

Grantees and sub grantees should maintain written procedures that, at a minimum, address the following standards):

- A contract administration system that ensures contractors performs in accordance with the requirements of any awards.
- A written code of conduct for employees which address conflict of interest provisions.
- A review of prospective procurement to avoid unnecessary duplication.
- A process that promotes the use of intergovernmental agreements for procurement or use of common goods and services.
- A process to ensure only responsible contractors are awarded contracts.
- Documentation of each significant step in the procurement process.
- A settlement process.
- Protest procedures.

Additionally, contracts must contain clauses set forth in 29 CFR 97.36(i) or 29 CFR 95.48 and Part 95, Appendix A, as appropriate.

The Regional Workforce Boards also must follow the specific procurement requirements in Chapter 445, Florida Statutes, and the competitive processes required for WIA Title I programs and Youth programs, as well as Welfare Transition program components. If a fixed-price agreement with a governmental or nonprofit agency results in revenues in excess of actual costs incurred, the excess revenues are considered to be program income

(20 CFR 667.200(a)(6). Additionally, all contracts using WIA funding between a Regional Workforce Board and units of government must be cost reimbursement. (20 CFR 667.200(a)(3)).

#### IV. Property Management

Regional Workforce Boards are required to have processes and procedures in place to acquire, manage and dispose of property acquired with grant funds in accordance with 29 CFR 97.31 through 97.33 or 29 CFR 95.31 through 95.37 and guidance issued by the Agency. Regional Workforce Boards must meet the following minimum equipment management standards:

- Property records must be maintained.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- A control system must be developed to ensure adequate safeguards to prevent loss.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- Property disposal procedures including sales procedures to ensure the highest possible return for equipment that is sold.

#### V. Records Management and Confidentiality

Regional Workforce Boards are required to have processes and procedures in place to manage, retain and properly dispose of program and financial records in accordance with 29 CFR Part 97.42 or 29 CFR Part 95.53, Chapter 119, Florida Statutes, and specific program related requirements such as 45 CFR 92.42, TANF specific: TANF-ACF-PI-2003-1; sections 404(e) and 409(a)(7) of the Social Security Act (Act) and FSET - 7 CFR 272.1(f)

- Medical Records & Disability–Related Information:

Medical records and disability-related information on applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality, and must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. (29 CFR 37.37)

This information must be maintained on separate forms, stored separately from all other information about a particular individual, and treated as confidential medical records. Access to disability-related or medical information must be limited.

- (i) Supervisors and managers may be informed regarding restrictions on the work or duties of an employee or participant and regarding necessary accommodations.
- (ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or evacuation; and
- (iii) Government officials investigating compliance with Federal law must be provided information on request.

- **Demographic Data in WIA Title I-Financially Assisted Programs:**

Pursuant to 29 CFR 37.37(b)(2)&(c), demographic data (race/ethnicity, sex, age, and where known, disability status) for applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment must be stored in a manner that ensures confidentiality. The data must be used only for the purposes of record keeping and reporting; determining eligibility, where appropriate, for WIA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIA Title I-financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law. The data will be use for statistical purposes only and will not be used in any manner which reveals the identity of the individual.

- Confidentiality and Security of Records

Related to records management, Regional Workforce Boards must not release confidential information unless specifically authorized by law. Regional Workforce Boards need to incorporate a system of review of public records request and subpoena requests. Guidance is provided in the Confidentiality of Records and Public Records Request and Subpoenas AWI FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the AWI Intranet.

This attachment to the MOU is intended to provide guidance to some specific state and federal confidentiality and program related statutes such as:

- Article 1, Section 24 and Chapter 119, Florida Statutes
- 5 USC 552a
- SSN specific 119.0721 F.S. and 5 USCA 552a
- TANF: 45 CFR 205-50; 414.295 F.S.
- WIA: 29 CFR 37, 29 USCA 2101section 85, 29 USCA 2801; Workforce Investment Act Section 185 (a)(4)(b)
- NFTA/TAA and TAA: 20 CFR 617.57 (b)
- Employment services records: 443.171 F.S., 443.1715 F.S., 445.010 (2) F.S.
- Displaced Homemakers: 446.52 F.S.
- WARN: 29 USCA 2102-2109
- FSET: 7 CFR 272.1 (c)
- Job Corps: 20 CFR 670.965, 29 CFR Part 70, 29 CFR Part 71

- LMI: 443.1715 F.S., 445.010(2) F.S.; USDOL Commissioner’s Order 3-04
- Migrant Seasonal Farmworker: 20 CFR 653.110 (d)
- Early Learning: 411.011 F.S., 402.308 (3)(a) F.S., 409.175(16)(a)&(b) F.S., 409.821 F.S.; Voluntary Pre-kindergarten: 1002.72 F.S.
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14; 381.004(3)(e) and (6)(c) F.S.

Regional Workforce Boards need to have a system in place to ensure that employees, contractors and partners who may receive confidential information is trained and advised of procedures to secure the release of information by way of a non-disclosure agreement or other methods.

VI. Grievance Procedures

Regional Workforce Board must have a grievance process and procedure in place that allows for participants, subgrantees, subcontractors, and other interested persons to file a grievance or complaint in accordance with 20 CFR 667.600 and Rule 60 BB-1, Florida Administrative Code.

VII. Oversight and Monitoring and Resolution Process

Regional Workforce Boards are required to conduct monitoring of subrecipients of grant funds and utilize an audit resolution, debt collection and appeal process to resolve any findings resulting from monitoring or auditing in accordance with 20 CFR 667.400 through 667.500 and in accordance with OMB Circular A-133.

VIII. Equal Opportunity Procedures

Regional Workforce Boards must have processes and procedures in place that comply with the State’s Method of Administration of the Equal Opportunity regulations at 29 CFR Part 37 and must cover the 9 elements compliance:

1. Equal Opportunity Officer Designation
2. Notice and Communication
3. Assurances
4. Universal Access
5. Compliance with Section 504 of the Rehabilitation Act of 1973
6. Data and Information Collection and Maintenance
7. Monitoring System
8. Complaint Processing Procedures
9. Corrective Actions and Sanctions

IX. Prior Approval Procedures

Regional Workforce Boards are required to have processes and procedures in place regarding compliance with prior approval procedures in accordance with AWI Policy

#AWI FG 05046 under General Information, Guidance Paper 046 located on the AWI Intranet.

X. Sarbanes-Oxley Act of 2002 – Requirements for all Entities

Regional Workforce Boards are required to have processes and procedures in place regarding compliance with two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are referenced as follows:

- It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
- It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XI. Staffing Changes

The Contractor/RWB shall notify the Agency as soon as possible, but no less than within five business days, of any changes in key personnel positions for the organization. For further instructions, please refer to section VII., “Staffing,” of Exhibit “A” (MOU).

XII Supplemental Audit Instructions – Work papers on RWB Internal Controls

Beginning grant period 2007-08, each RWB’s auditor will be required to provide the RWB with a copy of the internal control testing work papers from the annual independent financial statement audit for retention in the RWB’s financial records. For further instructions, please refer to Part III., “Other Instructions,” of Exhibit “D”, Audit Requirements.

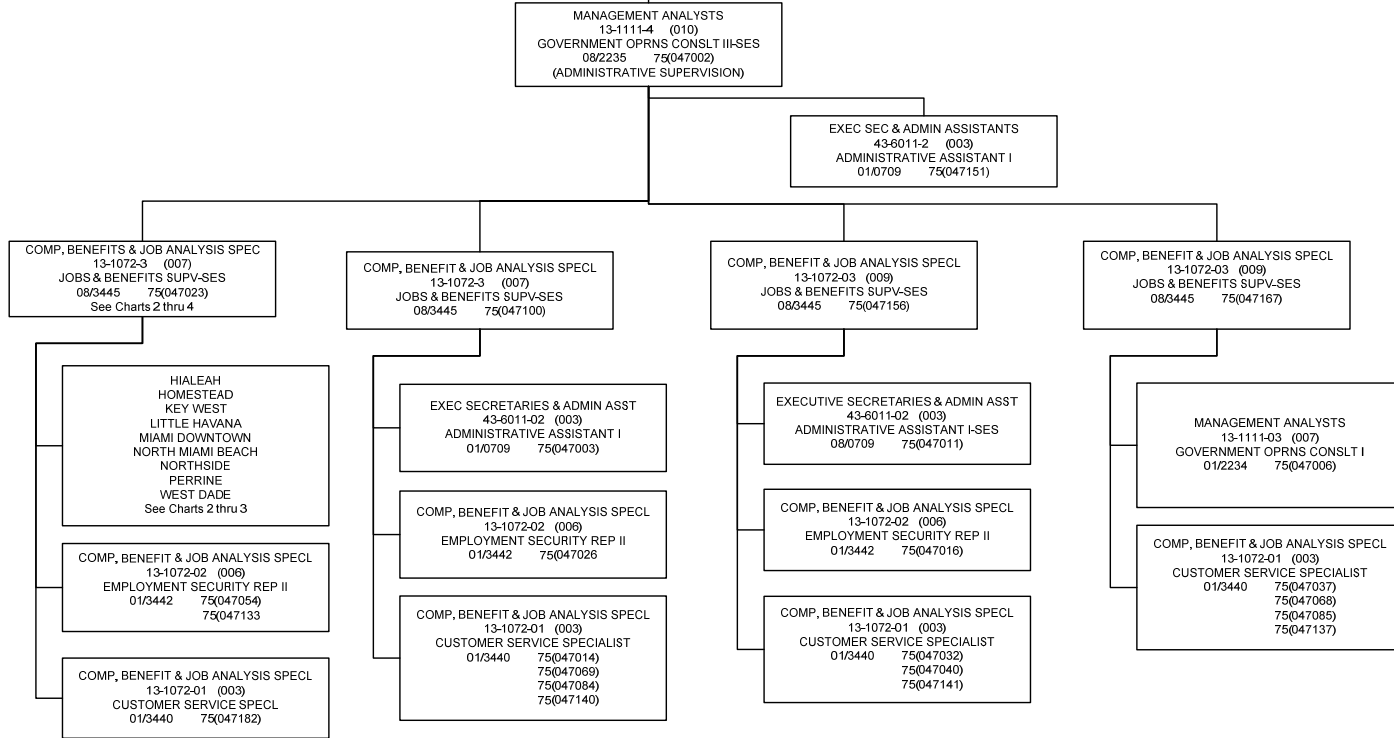


AGENCY FOR WORKFORCE INNOVATION/75  
 REGIONAL WORKFORCE DEVELOPMENT BOARDS/20  
 SOUTH FLORIDA WORKFORCE/23

MANAGERS, ALL OTHERS  
 11-9199-3 (021)  
 WORKFORCE SERVICES PROCESS  
 MANAGER  
 08/7569 75(032000)  
 (Administrative supervision and program  
 guidance)  
 -----  
 Day-to-day supervision provided by One-Stop  
 Manager as directed/appointed by Workforce  
 Board 23

12/15/2006  
 EFFECTIVE DATE  
 PACKAGE NUMBER

Chart 1 of 3  
 12/15/2006  
 081/07



ORG: 75 20 23  
 FLAIR: 75202300000  
 INTERDEPT# 8710

HUMAN RESOURCE MANAGEMENT/jme

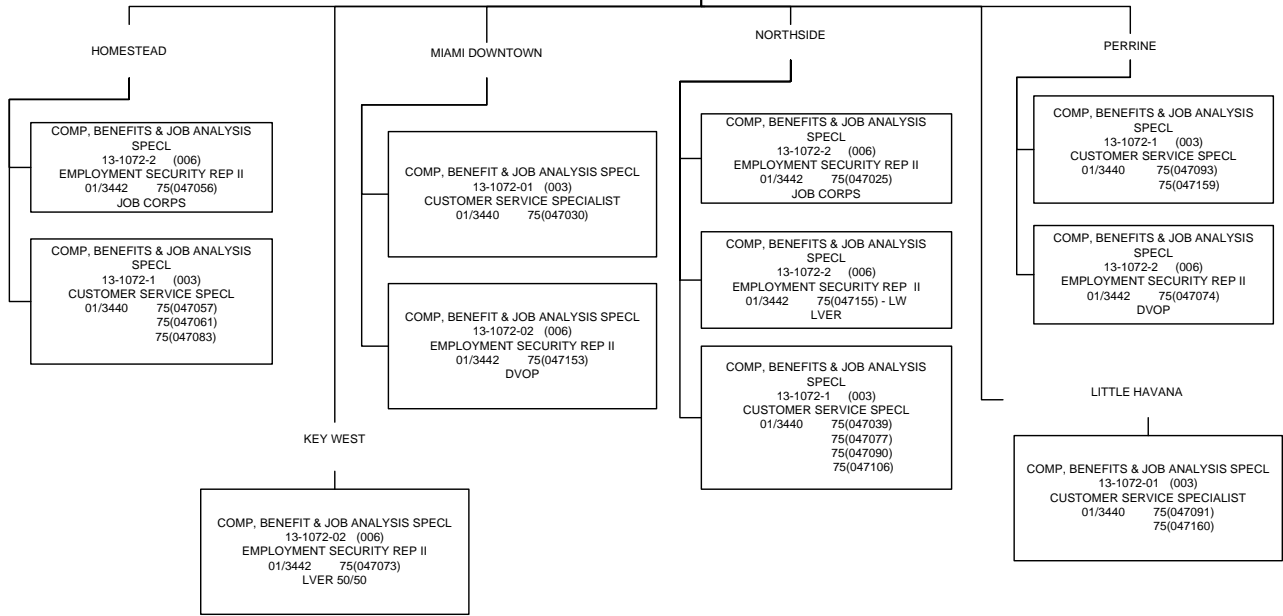
AGENCY FOR WORKFORCE INNOVATION/75  
 REGIONAL WORKFORCE DEVELOPMENT BOARDS/20  
 SOUTH FLORIDA WORKFORCE/23

MANAGEMENT ANALYSTS  
 13-1111-4 (010)  
 GOVERNMENT OPRNS CONSLT III-SES  
 08/2235 75(047002)

12/28/2006  
 EFFECTIVE DATE:  
 PACKAGE NUMBER:

Chart 2 of 3  
 12/15/2006  
 081/07

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-3 (007)  
 JOBS & BENEFITS SUPV-SES  
 08/3445 75(047023)



ORG: 75 20 23  
 FLAIR: 75202300000  
 INTERDEPT: 8710

AGENCY FOR WORKFORCE INNOVATION/75  
 REGIONAL WORKFORCE DEVELOPMENT BOARDS/20  
 SOUTH FLORIDA WORKFORCE/23

MANAGEMENT ANALYSTS  
 13-1111-4 (010)  
 GOVT OPRNS CONSLT III-SES  
 08/2235 75(047002)

12/28/2006  
 EFFECTIVE DATE: 12/15/2006  
 PACKAGE NUMBER: 08/1/07

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-3 (007)  
 JOBS & BENEFITS SUPV-SES  
 08/3445 75(047023)

WEST DADE

NORTH MIAMI BEACH

HIALEAH

VETERANS SERVICES

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047131)  
 LVER

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047168)

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047170)  
 JOB CORPS

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-1 (003)  
 CUSTOMER SERVICE SPECIALIST  
 01/3440 75(047044)  
 75(047092)  
 75(047158)  
 75(047161)  
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COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047017)  
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COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-1 (003)  
 CUSTOMER SERVICE SPECL  
 01/3440 75(047007)  
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VETERANS SERVICES

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047072)  
 CAROL CITY  
 LVER

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(046084)  
 DVOP

COMP, BENEFITS & JOB ANALYSIS SPECL  
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 EMPLOYMENT SECURITY REP I  
 01/3441 75(047020)

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047021)  
 JOB CORPS

COMP, BENEFITS & JOB ANALYSIS SPECL  
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 CUSTOMER SERVICE SPECL  
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 75(047183)  
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VETERAN'S SERVICES

COMP, BENEFITS & JOB ANALYSIS SPECL  
 13-1072-2 (006)  
 EMPLOYMENT SECURITY REP II  
 01/3442 75(047012)  
 LVER

ORG: 75 20 23  
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HUMAN RESOURCE MANAGEMENT/ml