



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY  
AND ITS  
MANDATORY PARTNERS**

**THIS UMBRELLA MEMORANDUM OF UNDERSTANDING ("MOU")** is entered into by and between **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida non-profit corporation, headquartered at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607 ("CareerSource Tampa Bay") and the **One-Stop Mandatory Partners** as described in Section V. Partners.

**WITNESSETH:**

**WHEREAS**, this MOU is developed and executed by CareerSource Tampa Bay and the One Stop Mandatory Partners to document the roles and responsibilities of the Mandatory Partners for the One-Stop delivery system as required by section 121(c) of the Workforce Innovation and Opportunity Act (WIOA); and

**WHEREAS**, this requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One- Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

**WHEREAS**, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

**WHEREAS**, CareerSource Tampa Bay previously entered in a separate Memorandum of Understanding with each Mandatory Partner that has automatically renewed each year unless otherwise terminated by either party; and

**WHEREAS**, CareerSource Tampa Bay and Mandatory Partners desire to enter into this Umbrella MOU to address the operations of the local one-stop delivery system, provision of programs and services, and apportionment of cost for all Mandatory Partners, as provided herein; and;

**WHEREAS**, this MOU requires the agreement and signature of the **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 ("CEO") per section 121(c) of WIOA; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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## **I. PARTIES**

Parties to this agreement include CareerSource Tampa Bay and Mandatory Partners. The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

## **II. PURPOSE**

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Tampa Bay and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system. In addition, the Infrastructure funding establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Tampa Bay, as applicable.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Hillsborough County.

## **III. LOCAL WORKFORCE SYSTEM**

CareerSource Tampa Bay operates a workforce system that economically benefits job seekers and businesses. To this end, CareerSource Tampa Bay has adopted its Mission, Vision and Core Values:

### **Mission**

We expand career opportunities for individuals and enable the success of all workers through comprehensive workforce solutions that meet the needs of the community.

### **Vision**

Empowering workers to achieve success and driving sustainable, positive change in our community.

### **Core Values**

- ❖ **Accountability.** We hold ourselves accountable for the quality and lasting results of our work and for the commitments we make to our participants, employers, partners, stakeholders and each other.
- ❖ **Customer Focused.** We have a passion to serve. Our team is committed to understanding the needs of our customers, through a results-oriented approach known as concierge customer service.
- ❖ **Collaboration.** We value and celebrate teamwork, evident though our strong emphasis on partnership, engagement and community development.

- ❖ **Innovation.** We go beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.
- ❖ **Integrity.** We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships, and actions.

#### **IV. CAREER CENTERS**

CareerSource Tampa Bay has one (1) comprehensive center and four (4) affiliate sites that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1988 (WIA) and continued by the Workforce Innovation and Opportunity Act (WIOA).

##### **Comprehensive Center**

- 1) Tampa Center. 9215 N. Florida Avenue, Suite 101, Tampa, FL 33612

##### **Affiliate Centers**

- 1) Brandon Center. 6302 E. Dr. Martin Luther King, Suite 120, Tampa, FL, 33619
- 2) Ruskin Center. 201 14<sup>th</sup> Ave., SE, Ruskin, FL 33570
- 3) Plant City Center. 307 N. Michigan Ave., Plant City, FL 33563

#### **V. PARTNERS**

##### **Mandatory Partners**

Per WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405, a this MOU addresses the below mandatory partners:

<b>Co-located</b>	<b>Partner Organization</b>	<b>Partner Program</b>	<b>Authorization/Category</b>
Yes	AARP Foundation	SCSEP	Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)
No	ARM Institute	National Dislocated Worker Grant	National Dislocated Worker Grant, WIOA Title I
Yes	Hillsborough County School Board	AEFLA	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program
No	Hillsborough County School Board as Organization to carry out CSBG	CSBG	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)

	Employment and Training Activities  Hillsborough County Social Services as Administrative Entity for CEO, the Grant Recipient		
No	Hillsborough County School Board	CTE (Carl Perkins)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)
No	Hillsborough County School Board	MSFW Program	National Farmworker Jobs Program (NFJP), WIOA Sec. 167
No	Housing Authority of the City of Tampa	HUD Program	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)
No	Housing Authority of the City of Tampa	Youthbuild	WIOA title I
Yes	Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C

#### Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

## VI. ROLES AND RESPONSIBILITIES

### All Parties

All parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),

- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the *Partner Services* section below,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

### Partner Services

Each Partner commits to cross-training of staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement and further promote system integration to the maximum extent feasible (and permissible under state and federal law) through:

- ❖ Effective communication, information sharing, and collaboration with CareerSource Tampa Bay,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The use of the Partner Portal for common intake, assessment, referral, case management processes, and data sharing methods, as appropriate
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Coordinate with CareerSource Tampa Bay to provide access to its workforce services and programs through the One-stop 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.

- ❖ Coordinate with CareerSource Tampa Bay to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- ❖ Coordinate with CareerSource Tampa Bay for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
- ❖ Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
- ❖ Provide feedback to CareerSource Tampa Bay management regarding the performance of the partnership, including its effectiveness and success.
- ❖ Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Tampa Bay staff.

#### CareerSource Tampa Bay

The CEO has designated CareerSource Tampa Bay to act as the administrative entity, grant recipient and fiscal agent for Hillsborough County. CareerSource Tampa Bay will perform the following functions:

- ❖ Review this MOU and solicit feedback from the Partner regarding improvements, changes, and/or additions, not less than once in every three-year period
- ❖ Coordinate with the Partner to provide access to workforce services and programs through the One-stop 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; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation
- ❖ Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- ❖ Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
- ❖ Maintain the statewide "CareerSource" branding of each center.
- ❖ Maintain and operate at least one comprehensive one-stop 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 holidays and emergency situations.)
- ❖ Provide an area for the Partner's meetings and/or co-location as space permits.
- ❖ Provide monthly outcome numbers for performance data tracking from the Partner Portal.
- ❖ Model CareerSource core values and maintain a professional working environment.
- ❖ Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.



## Individual Partner Contribution of Services

### AARP Foundation

*Senior Community Service Employment Program (SCSEP)*. SCSEP is the nation's oldest program to help low-income, unemployed individuals aged 55+ find work.

AARP Foundation first matches eligible older job seekers with local nonprofits and public agencies so they can increase skills and build self-confidence, while earning a modest income. Based on their employment interests and goals, participants may also receive supportive services and skills training through an educational institution. Their SCSEP experience most often leads to permanent employment.

AARP Foundation's SCSEP provides both community service and work-based training.

Working an average of 20 hours a week, older job seekers are paid the highest of federal, state or local minimum wage and are compensated by SCSEP directly. The job seekers are placed in a wide variety of community service activities at non-profit and public facilities like day care centers, senior centers, schools and hospitals. This on-the-job training experience can then be used as a bridge to find employment opportunities outside of the program.

### ARM Institute

The ARM Institute is actively working to demystify robotics careers in manufacturing, make training more accessible, and connect manufacturers with industry-vetted training for their workforce.

In September 2021, the ARM Institute received funding from the US Department of Labor's National Dislocated Worker Grant to lead the "Connecting Talent to Careers: Reemploying the Dislocated in Tampa Bay" grant. The ARM Institute will work with AMSkills, Inc. and Tooling U-SME to address the workforce crisis brought on from the pandemic, with a particular focus on Pasco County, Pinellas County, Hillsborough County, and Hernando County in the Greater Tampa Bay area. This funding will expire on September 30, 2023.

By partnering with AMSkills Inc. and Tooling U-SME in the Tampa Bay area, The ARM Institute is aiming to help rapidly place coronavirus displaced workers in family-sustaining careers. Together, we aim to provide workforce training, reemployment support and employment opportunities for in-need workers interested in careers in manufacturing, robotics, and automation.

Working in partnership with the ARM Institute, AMSkills Inc. provides one-day workshops followed by a two-week Career Discovery Bootcamps that serve as interactive hands-on and short-term recruitment and training programs resulting in guaranteed job interviews with multiple employers on the final day. The program helps adults who are unemployed, under-employed, economically distressed or have criminal backgrounds acquire the skills needed to launch a successful career in manufacturing.

As a continuation of manufacturing skill development and training, Tooling U-SME helps upskill coronavirus displaced workers with in-demand manufacturing skills. Tooling U-SME provides individual licenses to Tooling U-SME eLearning content for a six-month period per person. This eLearning content includes 15-18 eLearning classes as part a "Robotics Technician Bundle" The goal is to offer a breadth of topics to create wide exposure for Robotics and related smart manufacturing technologies.

## Hillsborough County School Board

*Adult Education and Family Literacy Act (AEFLA).* Adult Education Department is an integral component of Workforce Connections in Hillsborough County Public Schools. Adult education includes a wide range of instructional programs that help adults get the basic skills they need to be productive workers, family members, and citizens. The major program areas are Adult Basic Education, Adult High School and GED® Preparation, English for Speakers of Other Languages (ESOL), CARIBE Refugee Program, Citizenship, Family Literacy, Farmworker Career Development Program, Career Pathways and Volunteer Tutoring. These programs emphasize basic skills such as reading, writing, math, and English language competency. Adult education programs also help adult learners gain the knowledge and skills they need to enter and succeed in postsecondary education.

For more information call (813) 231-1907 to speak with a program advisor or visit the Adult and Career Services Center.

*Community Services Block Grant (CSBG).* Hillsborough County School Board is a recipient of CSBG funds passed through the Hillsborough County Board of County Commissioner, the grant recipient. These pass-through funds are used for adult continued education expenses including tuition, books, GED preparation, GED testing and other fees

The Hillsborough County Community Action Board provides recommendations for the development, planning, implementation, and evaluation of Community Services Block Grant funds and other programs that serve the low-income residents and communities of Hillsborough County.

Hillsborough County Social Services Department administers the Community Services Block Grant offering a wide range of services and programs to reduce poverty. The block grant requires activities to be focused on the reduction of poverty, revitalization of low-income communities, removing barriers to self-sufficiency, and the empowerment of individuals and families to increase participation in the affairs of the community.

*CTE (Carl Perkins).* Hillsborough County Public School District operates four technical colleges that offers over 35 postsecondary certificate programs that prepare students for employment in health careers, business marketing, industrial education and public service. This site allows you to explore our programs and list resources that could assist you with taking steps in preparing for “life after high school” or pursuing a new career.

The first step is career planning. This includes asking yourself tough questions; thinking about your strengths as an individual; discovering your interests; considering different types of jobs within an industry; and knowing where to obtain the necessary knowledge and skills. For more information call (813) 231-1907 to speak with a program advisor or visit the Adult and Career Services Center.

Lack of English language skills will not be a barrier to admission and participation. The district may assess each student's ability to benefit from specific programs through placement tests and counseling, and, if necessary, will provide services or referrals to better prepare students for successful participation. The district prohibits discrimination in the terms and conditions of employment, and in access to educational programs and activities, as described in the Non-Discrimination Statement in the blue banner at the bottom of this page.

*National Farmworkers Jobs Program.* The Farmworkers Career Development Program (FCDP) is a grant funded program supporting local migrant and seasonal farmworkers. Eligible students are provided workforce training leading to year-round employment.

#### Housing Authority of the City of Tampa

*Housing and Urban Development (HUD).* The Housing Authority of the City of Tampa is committed to serving the community through the Program and Property Services (PPS) Job Development and Placement Program (JDPP). To that extent, the JDPP will provide supportive services relative to job development trainings to create neighborhood stabilization and sustainable communities. The services provided by the Job Development and Placement Program include Business Etiquette, Public Speaking also Employability Skills such as Resume Writing, Job Application Process, Interviewing Skills and other Job Readiness Services. The JDPP will provide effective job development training programs that will, provide services to over 3000 public housing residents and 8000 assisted housing (Section8) tenants. Housing Authority of the City of Tampa, Job Development and Placement Program (JDPP) will provide direct services or partner with a variety of community-based agencies, schools, and other non-profit organizations to provide employment training and education services and job placement services to residents. Employment training and education services are predominantly short-term with a job placement outcome.

The Job Development and Placement Program has used this model to provide employment service to the residents on our properties and in our communities. JDPP has provided various professional workshops to assist and prepare residents for meaningful employment. JDPP has built relationships with businesses and companies in and around the Tampa Bay community to assist us in our goal to serve. From these relationships with our employment partners several Job and Career Fairs have been hosted by JDPP as well as the companies themselves. These events have been hosted not only to provide employment opportunities but to also give the resident the ultimate employment exposure, education and experience to help better prepare them for future employment opportunities.

*YouthBuild.* YouthBuild is a program for youth 16-24 years old (Males and Females) that helps each individual change outlook of life, while at the same time changing their communities and giving back. The goal is to give low-income young people, that have had some obstacles in their life or lost their way, the opportunity to make a positive change. YouthBuild's goal is to meet each individual where they are and take them where they want to go. Help each person improve their lives and communities by building the skills, through Education, Hands on training, Life Skills, Case Management and providing them with all available resources. Each youth will have the opportunity to earn their GED/High School Diploma, Certification in Construction, earn meaningful employment, attend secondary education, all while earning a Bi-weekly Stipend.

#### Job Corps

*Job Corps.* Job Corps is a no-cost education and vocational training program administered by the U.S. Department of Labor that helps young people ages 16-24 improve the quality of their lives by empowering them to get great jobs and become independent.

Job Corps' mission is to attract eligible young people, teach them the skills they need to become employable and independent and place them in meaningful jobs or further education.



Job Corps helps young people from disadvantaged backgrounds complete their high school education and trains them for meaningful careers so they can get a good start in the working world. Job Corps gives its students the opportunity to realize their full potential, gain new vocational and academic skills and become mature, responsible and productive adults. The program has trained and educated two million individuals in its 50-year history. Job Corps provides quality training and services by hiring compassionate, qualified staff. It also develops strategic partnerships with local and national employers and community service organizations. Currently, Job Corps serves approximately 60,000 youths annually through 123 Job Corps centers throughout the country.

Participants in the program are provided room and board while they work towards learning a trade, which can last up to two years. The program also helps students in completing their education and gaining employment. Participants are paid a monthly allowance which varies depending on how long they remain in the program. The Job Corps also provides career counseling and transition support to its graduates. Approximately 90% of Job Corps graduates go on to careers in the private sector, enlist in the military, or move on to higher education or advanced training programs. Graduates receive transitional support services, including help locating housing, childcare, and transportation, for up to 12 months after they leave the program. Job Corps is committed to offering all students a safe, drug-free environment where they can take advantage of the resources provided. The Job Corps program is authorized by Title I-C of the Workforce Innovation and Opportunity Act of 2014.

## **VII. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the CareerSource Tampa Bay One-Stop network, and
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers, and
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms using the Partner Portal, and
- ❖ Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs, and
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys, and
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **VIII. ACCESSIBILITY**

Accessibility to the services provided by CareerSource Tampa Bay and all Partner agencies is essential. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability,

veteran's status, or on the basis of any other classification protected under state or federal law.

#### Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

#### Virtual Accessibility

CareerSource Tampa Bay will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with CareerSource Tampa Bay to post content through its website.

#### Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all CareerSource Tampa Bay programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within region.

#### Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

## **IX. INFORMATION SHARING**

Partners agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

## **X. CONFIDENTIALITY**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **XI. MONITORING**

CareerSource Tampa Bay, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

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

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **XIII. INDEMNIFICATION**

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource Tampa Bay has no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CareerSource Tampa Bay. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28.

## **XIV. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may



be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **XV. TERM**

WIOA Section 121(c) (g) and 34 CFR 463.500 requires that the MOU be reviewed and renewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and physical and programmatic accessibility.

This MOU shall be effective upon execution by all parties and approval by the CEO and shall be for a term of three (3) years, to cover services provided from July 1, 2023 through June 30, 2026, unless otherwise terminated as provided for herein.

## **XVI. SEVERABILITY**

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

## **XVII. MODIFICATION**

Subject to CEO approval, this MOU may be modified through mutual consent of CareerSource Tampa Bay and the applicable Partner(s), given thirty (30) days advance notice in writing, except as provided elsewhere with respect to termination or withdrawal of a Partner.

Any modifications to the MOU must, to be valid, be in writing, signed, dated by the applicable Parties and appended to this original MOU. A modification of the MOU only requires parties to review and agree to the elements to the MOU that changed. A Modification will be effective once approved by CEO and CareerSource Tampa Bay.

Substantive changes will require modification to the MOU. Substantive change may include but is not limited to a change that significantly alters the terms to this MOU, and addition or removal of a partner from this MOU. Non-substantive changes to the MOU, including but not limited to minor revisions to the One-Stop Operating budget of less than \$5,000 or adjustments made due to the reconciliation of budgeted cost will not require modification of the MOU.

As stated in the Infrastructure Funding section below, if an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure agreement may be included until such time the infrastructure funding agreement is finalized. The infrastructure funding agreement shall be finalized within 6 months of the date the MOU is signed by the CEO. Once an infrastructure agreement is reached, CareerSource Tampa Bay and the applicable partner shall amend the MOU to include the infrastructure funding agreement. The infrastructure agreement shall become an addendum to this MOU.

A modification to the MOU is required should a Mandatory Partner elect to change their presence at the Comprehensive Center from on site to offsite or the other way around. The Partner shall be reclassified as co-located or non-co-located, as applicable, for the purpose of Infrastructure Costs and their relative annual proportionate share. The Partner's annual infrastructure costs shall be pro-rated through the term of co-location and non-co-location at the Comprehensive Center. The Partner shall notify CSTB of its intent to relocate by providing sixty (60) days' written notice.

All Parties agree that modifications that do not affect all Parties need only be signed by the authorized representatives of CareerSource Tampa Bay and the affected Partner(s).

A modification to this MOU will be delivered via email or mail to the CEO and Partners.

#### **XVIII. TERMINATION**

This MOU will remain in effect until the end date specified in the Term section above. A Party may terminate this MOU prior to the end date, with cause upon thirty (30) days written notice, for any of the following reasons:

- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify CareerSource Tampa Bay as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the CareerSource Tampa Bay Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, CareerSource Tampa Bay will convene applicable Parties to the MOU within thirty (30) of notice to discuss the formation of the successor MOU, if applicable. At that time, allocated costs must be addressed.

#### **XIV. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

#### **XX. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Tampa Bay, the Partner, and the Hillsborough County Board of County Commissioners and no third party is an intended beneficiary.

#### **XXI. GOVERNANCE**

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Tampa Bay and the Hillsborough County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Tampa Bay's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

#### **XXII. DISPUTE RESOLUTION**

It is central to the intent and purpose of this MOU that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation to avoid disagreements, minimize the impact of any which may arise and resolve them collegially. All Parties are advised to actively participate in Local 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 dispute resolution process shall be followed as outlined below.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this Agreement is subject to the laws of Florida, venue in Hillsborough County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution.

#### Dispute Resolution Process

It is the responsibility of CareerSource Tampa Bay's Chief Executive Officer to mediate the dispute. If that is not successful, the CareerSource Tampa Bay Chair (or designee) will coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- A. The petitioner must send a notification to the CareerSource Tampa Bay Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- B. The CareerSource Tampa Bay Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Tampa Bay Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
- C. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- D. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- E. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- F. The CareerSource Tampa Bay Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, 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.
- G. If a Partner has employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the funding, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.

### XXIII. ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING

The partners agree to enter into a One-Stop Operating Budget and Infrastructure Funding agreement as detailed in this section. The One-Stop Operating Budget and Infrastructure Funding agreement is a plan to share and allocate the costs of services and the operating costs, including infrastructure costs, among one-stop partners.

#### One-Stop Operating Budget

The One-Stop Operating budget is made up of infrastructure costs. The budget for the comprehensive center is presented below. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Applicable facility costs (such as rent).
2. Costs of utilities and maintenance.
3. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
4. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
5. Local Workforce Development Boards (LWDB) may consider common identifier costs as costs of One-Stop Infrastructure. One example of a common identifier is the cost of signage for American Job Centers (AJC) or One-Stop centers (WIOA sec. 121(h)(4) and 20 CFR 678.700).

For purposes of equity and to allow predictability in budget planning, withdrawal, or reduction in the Partner square footage usage at the comprehensive center shall not relieve the Partner of the obligation to continue to support CareerSource Tampa Bay's budget through the remainder of the current budget year.

The projected annual budget is presented below.

Cost Category	Cost Item	Budget
Office Lease	Rent	\$ 986,359
Repairs & Maintenance	Repairs & Maintenance	5,459
Security	Security	42,390
Insurance	Insurance - General Liability & Property	18,967
Equipment Rental	Copier lease	28,181
Telecommunications	Biscom	4,259
Telecommunications	Internet	20,396
Telecommunications	State of Florida (suncom/local service)	8,167
Telecommunications	Phones	16,251
Telecommunications	TDD/TTY lines	3,315
	Sub-total Infrastructure costs	1,137,744
Shared Services	Administrative & Shared Services (10%)	113,374
		<b>\$ 1,247,118</b>

#### Infrastructure Funding (IF)



1. Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.
- 2) All Parties to this MOU recognize that infrastructure costs are applicable to all Mandatory Partners, whether they are physically located in the Comprehensive Center or not.
- 3) Infrastructure costs will be reviewed as necessary or at least once per year and may result in an adjustment to the Partner's proportionate share.
- 4) All Parties will actively participate in Infrastructure Funding negotiations in a good faith effort to reach agreement.
- 5) Dispute resolution. Dispute resolution shall be as described above in section **XXII. Dispute Resolution**.
- 6) If an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure funding agreement may be included for a period of up to six months pursuant to 20 CFR 678.715(c). This MOU shall be modified to include the infrastructure funding agreement that is reached as described in section **XVII. Modification**.

### Cost Allocation Methodology

Required One-Stop Center Partner's proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology. All Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Partners are linked virtually through online service access to a program staff member via the resource rooms and through cross-trained front desk staff and other, physically co-located Partner staff, who can provide information and referrals. CareerSource Tampa Bay selected the cost allocation basis to determine overall Partner contributions. This was done in effort to a) remedy the imbalance of non-physically represented Partners, and b) to comply with the requirement of the Partners' contribution to be in proportion to the Partners' use of the comprehensive center.

- Co-located Partners: The Partner programs physically located in the comprehensive center will have square footage as the cost allocation base. In addition, shared costs will also factor into the determination of the Partner's benefit/fair share of infrastructure costs.
- Non Co-located Partners: The Partner programs not physically located in the comprehensive center will have their benefit/fair share determined by the FTE equivalent to perform staff assisted services for co-enrollments with Wagner Peyser or WIOA Title I services.

### Method to Determine Benefit

The chart below summarizes the partner programs and the cost allocation basis used to determine the relative benefit received:

Co-located	Partner Organization	Partner Program	Method to Determine Benefit/Allocation Base
Yes	AARP Foundation	SCSEP	Square footage

No	ARM Institute	National Dislocated Worker Grant	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
Yes	Hillsborough County School Board	AEFLA	Square footage
No	Hillsborough County Social Services as Administrative Entity for CEO, the Grant Recipient	CSBG	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Hillsborough County School Board	CTE (Carl Perkins)	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Hillsborough County School Board	MSFW Program	#of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Housing Authority of the City of Tampa	HUD Program	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Housing Authority of the City of Tampa	Youthbuild	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
Yes	Job Corps	Job Corps	Square footage

#### Partner Contribution

Each partner's contributions to Infrastructure Funding costs may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

#### Co-located Partners – Annual Proportionate Share

For those Partner programs that are co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

Partner Organization	Partner Program	Price per Sqft (1)	Total Sqft (2)	Partner Annual Proportionate Share (3)
AARP Foundation	SCSEP	\$17.00	134	\$2,278
Hillsborough County School Board	AEFLA	\$16.86	2,570	\$43,330.20
Job Corps	Job Corps	\$16.50	331	\$5,461.50

(1) Price per sqft is based on services used such as internet, phones, etc., and may vary based on services requested by partner.

(2) Total sqft includes occupied and the partner's proportionate share of common areas. Common areas include bathroom, conference room, etc.

(3) The Partner's proportionate share is reviewed quarterly and may result in a revision as detailed in the

Cost Reconciliation section below.

Non Co-located Partners – Annual Proportionate Share

For those Partner programs that are not co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on the CareerSource Tampa Bay full-time equivalent (FTE) to process co-enrollments with Wagner Peyser & WIOA Title I staff assisted services.

In addition, the Partner shall provide a minimum of 8 hours of training to appropriate CareerSource Tampa Bay career services and program staff at a date(s) and time(s) that is mutually beneficial to CareerSource Tampa Bay and Partner annually. The staff training outline will require approval by CareerSource Tampa Bay prior to training commencement. This cross-training is deemed necessary in order for appropriate referrals to be made by CareerSource Tampa Bay staff to the appropriate Partner program.

Partner Organization	Partner Program	Partner Annual Proportionate Share (1)	FTE (1)
ARM Institute	National Dislocated Worker Grant	\$1,210	10% of 1 FTE
Hillsborough County Social Services as Administrative Entity for CEO, the Grant Recipient	CSBG	\$1,210	10% of 1 FTE
Hillsborough County School Board	CTE (Carl Perkins)	\$1,210	10% of 1 FTE
Hillsborough County School Board	MSFW Program	\$1,210	10% of 1 FTE
Housing Authority of the City of Tampa	HUD Program	\$1,210	10% of 1 FTE
Housing Authority of the City of Tampa	Youthbuild	\$1,210	10% of 1 FTE

(1) The Partner's proportionate share is reviewed semi-annually and may result in a revision as detailed in the Cost Reconciliation section below.

A minimum of .10 of 1 FTE in CareerSource Tampa Bay staff assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$1,247,118 and dividing by 102.50 FTE, the number of staff located at the comprehensive center. The table below reflects the estimated annual value of an FTE based on the number of days of staff assisted services.

# of Days per Week	% of FTE	Annual Value of FTE Equivalent
½ day	10% of 1 FTE	\$1,210
1 day	20% of 1 FTE	\$2,420
2 days	40% of 1 FTE	\$4,840
3 days	60% of 1 FTE	\$7,260
4 days	80% of 1 FTE	\$9,680
5 days	100% or 1 FTE	\$12,100

## Method of Funding Proportionate Share

A Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CareerSource Tampa Bay will negotiate the method of funding with each Partner. The negotiation shall be completed by September 30<sup>th</sup> and will be appended to this MOU in accordance with section **XVII. Modification**.

The contribution will be remitted to CareerSource Tampa Bay as follows.

- Cash: Where a Partner shall contribute cash, Partner shall remit payment to CareerSource Tampa Bay at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due the dates specified below. CareerSource Tampa Bay will invoice the Partner prior to the due date.
- In-Kind: Where a Partner shall contribute In-kind, Partner shall email their in-kind schedule quarterly with supporting documents to Luna Clarke, Contracts Manager at [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) no later than due dates specified below. Partner In-kind requires the prior approval of the CareerSource Tampa Bay Chief Financial Officer and shall follow the In-Kind guidelines as established by CareerSource Tampa Bay and federal guidelines.
- Due Date (if the due date falls on a weekend or holiday then it is due the following business day):
  - November 15<sup>th</sup> for July through September
  - February 15<sup>th</sup> for October through December
  - May 15<sup>th</sup> for January through March
  - August 15<sup>th</sup> for April through June

## Cost Reconciliation

All Parties agree that a reconciliation of budgeted and actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles:

Co-located Partners:

- CareerSource Tampa Bay shall compare the budgeted One Stop Operating costs to actual on a semi-annual basis to determine the actual cost for the Partner for the quarter.
- CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a weekend or holiday it will be provided the following business day):
  - April 30<sup>th</sup> for July through December
  - July 31<sup>st</sup> for January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consider any fluctuations when determining subsequent year's proportionate share.

- Partners shall communicate any disputes with cost to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.

**Non Co-located Partners:**

- Semiannually, by the due dates noted below, each Partner who is not co-located at the comprehensive center will email to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) customer information as agreed upon and permitted by the Partner Organization.

Due Dates (if the due date falls on a Saturday or Sunday, then it is due by the Monday that follows):

- January 10<sup>th</sup> for the period July through December
  - July 10<sup>th</sup> for the period January through June
- Upon receipt of the above information, CareerSource Tampa Bay shall update the Partner's allocation base (ie, FTE equivalent), and apply the updated allocation base as described in the Cost Allocation Methodology section above, to determine the actual costs for the Partner. The Partners understand that the timeliness of CareerSource Tampa calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
  - CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a Saturday or Sunday, then it will be provided the following Monday):
    - January 31<sup>st</sup> for the period July through December
    - July 31<sup>st</sup> for the period January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consider any fluctuations when determining subsequent year's proportionate share.

- Partners shall communicate any disputes with cost to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.

#### **XXIV. AUTHORITY AND SIGNATURES**

Each party is certifying that they have read and understand the information contained in this MOU and that the individual has the legal authority to commit their respective organization to the terms of this MOU and do so by signature below.

This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all parties have signed.

[Intentionally Left Blank]

AARP Foundation

DocuSigned by:

*Demetri Antzoulatos*

823F409E98E1430...

Signature

Demetri Antzoulatos

Print Name

VP, Finance, Grants, and Operations

Title

3/23/2023

Date

The ARM Institute

DocuSigned by:

*Ira Moskowitz*

Signature

Ira Moskowitz

Print Name

CEO

Title

3/21/2023

Date



Hillsborough County School Board - Adult Education and Family Literacy Act, Carl Perkins and  
National Farmworker Jobs Program

Signature 

Addison G. Davis  
Print Name

Superintendent  
Title

1/20/23  
Date

Housing Authority of the City of Tampa- HUD

  
Signature

Stephanie Brown Gilmore  
Print Name

Director of Program & Property Services  
Title

01/12/2023  
Date

Job Corps- Job Corps

Ben El-Qasem

Signature

Ben El-Qasem

Print Name

Education & Training Unit Director

Title

4/25/2023

Date

*Sean Butler*

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Signature

Sean Butler

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Print Name

Board Chairman

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Title

05/24/2023

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Date

**IN WITNESS WHEREOF**, the Hillsborough Board of County Commissioners, the grant recipient of Community Services Block Grant (CSBG) funds, at the recommendation of the Hillsborough County Community Action Board, has approved use of CSBG funds to sub-contract with Hillsborough County Public Schools for use of these funds to cover adult continued education expenses including tuition, books, GED preparation, GED testing and other fees, for eligible Hillsborough County residents. The Hillsborough County Community Action Board provides recommendations for the development, planning, implementation, and evaluation of CSBG funds and other programs that serve the low-income residents and communities of Hillsborough County.

Additionally, this Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Workforce Development Board, and the one-stop mandatory partners, with the agreement of the chief elected official and the one-stop mandatory partners, relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500.

Chief Elected Official – Hillsborough Board of County Commissioners

*Ken Hagan*

Signature

Ken Hagan

Print Name

BOCC Chair

Title

07-12-2023

Date

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. **23-0733**

Approved as to Form and Legal Sufficiency:

*Katherine M. Benson*      *6/12/23*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Attorney



## Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>. A-17

Meeting Date 7/12/2023

☒ Consent Section

☐ Regular Section

☐ Public Hearing

**Subject:** Approve the Memorandum of Understanding (MOU) between Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Tampa Bay (CSTB) and Tampa Bay Academy of Hope delineating the roles, responsibilities and cost sharing arrangement of this mandatory partner in the coordination and performance of federal and state funded workforce development activities and services within Hillsborough County. The BOCC, serving in the capacity of the Chief Local Elected Official (CLEO), as dictated by the Federal Workforce Innovation and Opportunity Act of 2014 and State of Florida Workforce Innovation and Opportunity Act, must approve any MOU between CSTB and mandated one stop center partners which delineates the specific partners and the facility cost sharing arrangement between and among the partners and CSTB.

**Department Name:** Economic Development

**Contact Person:** Jonathan Wolf/Kenneth Jones

**Contact Phone:** 272-6212

**Sign-Off Approvals:**

**Ronald Barton** 6/30/2023

Assistant County Administrator

Date

**Kevin Brickey** 6/30/2023

Management and Budget –  
Approved as to Financial Impact Accuracy

Date

**Tom Fesler** 6/30/2023

Deputy or Chief County Administrator

Date

**Ronald Barton** 6/30/2023

Department Director

Date

**Katherine Benson** 6/30/2023

County Attorney –  
Approved as to Legal Sufficiency

Date

**Staff's Recommended Board Motion:**

Approve the Memorandum of Understanding (MOU) between Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Tampa Bay (CSTB) and Tampa Bay Academy of Hope delineating the roles, responsibilities, and cost sharing arrangement of this mandatory partner in the coordination and performance of federal and state funded workforce development activities and services within Hillsborough County. The BOCC, serving in the capacity of the Chief Local Elected Official (CLEO), as dictated by the Federal Workforce Innovation and Opportunity Act of 2014 and State of Florida Workforce Innovation and Opportunity Act, must approve any MOU between CSTB and mandated one stop center partners which delineates the specific partners and the facility cost sharing arrangement between and among the partners and CSTB. All funds associated with this MOU are independent of County funds, and therefore there is no financial impact to the County.

**Financial Impact Statement:**

All funds associated with this MOU are independent of County funds and therefore there is no financial impact to the County.

**Background:**

The Hillsborough Board of County Commissioners (BOCC) on June 3, 2021 (21-0594), delegated to Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Tampa Bay (CSTB) the responsibility of being the administrative entity and fiscal agent for the Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) and State of Florida WIOA (State WIOA) grant funds in Hillsborough County. CSTB has acted in this role since the original delegation by the BOCC on August 16, 2000.

29 USCA Section 3151(a) provides that "[c]onsistent with an approved State plan, the local board for the local area, with the agreement of the Chief Elected Official for the local area shall (1) develop and enter into a memorandum of understanding ... with one-stop partners; (2) designate or certify one-stop operators ...; and (3) conduct oversight with respect to the one-stop deliver system in the local area." A cornerstone of WIOA and the State WIOA is the "One-Stop" customer service delivery system. This Memorandum of Understanding (MOU) describes the specific cooperative workforce training, employment and economic development efforts of CSTB and Tampa Bay Academy of Hope and the actions to be taken by each to assure the coordination of their efforts in accordance with federal and state issued requirements in order to establish and maintain an effective and successful "One-Stop" customer service delivery system in Hillsborough County. This MOU is prepared and presented in a standardized format provided by CareerSource Florida and used by all workforce regions throughout the State.

On May 18, 2023, the CSTB Board of Directors approved the MOU. As required by WIOA and State WIOA, the BOCC, acting as the Chief Local Elected Official (CLEO), is required to approve an MOU for the above stated purpose.

The County Attorney's Office review of this request was limited to assuring legal form and sufficiency and did not address policy, procedural or other matters pertaining particularly to CSTB. Approval of this request is predicated on no further material edits to this document.

List Attachments: CareerSource Tampa Bay Memorandum of Understanding (Tampa Bay Academy of Hope)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY  
AND ITS  
MANDATORY PARTNERS**



**THIS UMBRELLA MEMORANDUM OF UNDERSTANDING ("MOU")** is entered into by and between **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida non-profit corporation, headquartered at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607 ("CareerSource Tampa Bay") and the **One-Stop Mandatory Partners** as described in Section V. Partners.

**WITNESSETH:**

**WHEREAS**, this MOU is developed and executed by CareerSource Tampa Bay and the One Stop Mandatory Partners to document the roles and responsibilities of the Mandatory Partners for the One-Stop delivery system as required by section 121(c) of the Workforce Innovation and Opportunity Act (WIOA); and

**WHEREAS**, this requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One- Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

**WHEREAS**, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

**WHEREAS**, CareerSource Tampa Bay previously entered in a separate Memorandum of Understanding with each Mandatory Partner that has automatically renewed each year unless otherwise terminated by either party; and

**WHEREAS**, CareerSource Tampa Bay and Mandatory Partners desire to enter into this Umbrella MOU to address the operations of the local one-stop delivery system, provision of programs and services, and apportionment of cost for all Mandatory Partners, as provided herein; and;

**WHEREAS**, this MOU requires the agreement and signature of the **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 ("CEO") per section 121(c) of WIOA; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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## **I. PARTIES**

Parties to this agreement include CareerSource Tampa Bay and Mandatory Partners. The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

## **II. PURPOSE**

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Tampa Bay and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system. In addition, the Infrastructure funding establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Tampa Bay, as applicable.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Hillsborough County.

## **III. LOCAL WORKFORCE SYSTEM**

CareerSource Tampa Bay operates a workforce system that economically benefits job seekers and businesses. To this end, CareerSource Tampa Bay has adopted its Mission, Vision and Core Values:

### **Mission**

We expand career opportunities for individuals and enable the success of all workers through comprehensive workforce solutions that meet the needs of the community.

### **Vision**

Empowering workers to achieve success and driving sustainable, positive change in our community.

### **Core Values**

- ❖ **Accountability.** We hold ourselves accountable for the quality and lasting results of our work and for the commitments we make to our participants, employers, partners, stakeholders and each other.
- ❖ **Customer Focused.** We have a passion to serve. Our team is committed to understanding the needs of our customers, through a results-oriented approach known as concierge customer service.
- ❖ **Collaboration.** We value and celebrate teamwork, evident though our strong emphasis on partnership, engagement and community development.

- ❖ **Innovation.** We go beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.
- ❖ **Integrity.** We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships, and actions.

#### **IV. CAREER CENTERS**

CareerSource Tampa Bay has one (1) comprehensive center and four (4) affiliate sites that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1988 (WIA) and continued by the Workforce Innovation and Opportunity Act (WIOA).

##### **Comprehensive Center**

- 1) Tampa Center. 9215 N. Florida Avenue, Suite 101, Tampa, FL 33612

##### **Affiliate Centers**

- 1) Brandon Center. 6302 E. Dr. Martin Luther King, Suite 120, Tampa, FL, 33619
- 2) Ruskin Center. 201 14<sup>th</sup> Ave., SE, Ruskin, FL 33570
- 3) Plant City Center. 307 N. Michigan Ave., Plant City, FL 33563

#### **V. PARTNERS**

##### **Mandatory Partners**

Per WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405, this MOU addresses the below mandatory partners:

<b>Co-located</b>	<b>Partner Organization</b>	<b>Partner Program</b>	<b>Authorization/Category</b>
No	Tampa Bay Academy of Hope	REO Program	Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169
No	Tampa Bay Academy of Hope	YouthBuild	WIOA Title I

##### **Additional One-Stop Partners**

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

## **VI. ROLES AND RESPONSIBILITIES**

### **All Parties**

All parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section below,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.



## Partner Services

Each Partner commits to cross-training of staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement and further promote system integration to the maximum extent feasible (and permissible under state and federal law) through:

- ❖ Effective communication, information sharing, and collaboration with CareerSource Tampa Bay,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The use of the Partner Portal for common intake, assessment, referral, case management processes, and data sharing methods, as appropriate
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Coordinate with CareerSource Tampa Bay to provide access to its workforce services and programs through the One-stop 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.
- ❖ Coordinate with CareerSource Tampa Bay to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- ❖ Coordinate with CareerSource Tampa Bay for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
- ❖ Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
- ❖ Provide feedback to CareerSource Tampa Bay management regarding the performance of the partnership, including its effectiveness and success.
- ❖ Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Tampa Bay staff.

## CareerSource Tampa Bay

The CEO has designated CareerSource Tampa Bay to act as the administrative entity, grant recipient and fiscal agent for Hillsborough County. CareerSource Tampa Bay will perform the following functions:

- ❖ Review this MOU and solicit feedback from the Partner regarding improvements, changes, and/or additions. not less than once in every three-year period
- ❖ Coordinate with the Partner to provide access to workforce services and programs through the One-stop 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; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA);

- Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- ❖ Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- ❖ Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
- ❖ Maintain the statewide "CareerSource" branding of each center.
- ❖ Maintain and operate at least one comprehensive one-stop 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 holidays and emergency situations.)
- ❖ Provide an area for the Partner's meetings and/or co-location as space permits.
- ❖ Provide monthly outcome numbers for performance data tracking from the Partner Portal.
- ❖ Model CareerSource core values and maintain a professional working environment.
- ❖ Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

#### Individual Partner Contribution of Services

##### Tampa Bay Academy of Hope

*Reentry Employment Opportunities (REO).* Tampa Bay Academy of Hope provides the reentry program using evidenced informed practices to assist returning citizens aged 25 and over in transitioning back into the community by obtaining industry recognized credentials leading to sustainable employment. TBAH has identified those demand employment sectors in the community and created vocational training strategies for men and women previously incarcerated and released within 180 days or currently under supervision to improve workforce outcomes. In addition to vocational skills training, participants will receive case management, mentoring, life skills training, job placement assistance, mental and substance abuse services where necessary, and follow-up services.

*Youthbuild.* TBAH is a community-based alternative education program for youth between the ages 16 and 24 residing in Hillsborough County. The Youthbuild TBAH program simultaneously addresses several core issues important to low-income communities: affordable housing, education, employment, leadership development, and energy efficiency.

## VII. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the CareerSource Tampa Bay One-Stop network, and



- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers, and
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms using the Partner Portal, and
- ❖ Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs, and
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys, and
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## **VIII. ACCESSIBILITY**

Accessibility to the services provided by CareerSource Tampa Bay and all Partner agencies is essential. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

### **Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### **Virtual Accessibility**

CareerSource Tampa Bay will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with CareerSource Tampa Bay to post content through its website.

### **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all CareerSource Tampa Bay programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff

members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within region.

### Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

## **IX. INFORMATION SHARING**

Partners agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

## **X. CONFIDENTIALITY**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **XI. MONITORING**

CareerSource Tampa Bay, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

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

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **XIII. INDEMNIFICATION**

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of

any third party. The Parties acknowledge CareerSource Tampa Bay has no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CareerSource Tampa Bay. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28.

#### **XIV. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

#### **XV. TERM**

WIOA Section 121(c) (g) and 34 CFR 463.500 requires that the MOU be reviewed and renewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and physical and programmatic accessibility.

This MOU shall be effective upon execution by all parties and approval by the CEO and shall be for a term of three (3) years, to cover services provided from July 1, 2023 through June 30, 2026, unless otherwise terminated as provided for herein.

#### **XVI. SEVERABILITY**

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

#### **XVII. MODIFICATION**

Subject to CEO approval, this MOU may be modified through mutual consent of CareerSource Tampa Bay and the applicable Partner(s), given thirty (30) days advance notice in writing, except as provided elsewhere with respect to termination or withdrawal of a Partner.

Any modifications to the MOU must, to be valid, be in writing, signed, dated by the applicable Parties and appended to this original MOU. A modification of the MOU only requires parties to review and agree to the elements to the MOU that changed. A Modification will be effective once approved by CEO and CareerSource Tampa Bay.

Substantive changes will require modification to the MOU. Substantive change may include but is not limited to a change that significantly alters the terms to this MOU, and addition or removal of a partner from this MOU. Non-substantive changes to the MOU, including but not limited to minor revisions to the One-Stop Operating budget of less than \$5,000 or adjustments made due to the reconciliation of budgeted cost will not require modification of the MOU.

As stated in the Infrastructure Funding section below, if an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure agreement may be included until such



time the infrastructure funding agreement is finalized. The infrastructure funding agreement shall be finalized within 6 months of the date the MOU is signed by the CEO. Once an infrastructure agreement is reached, CareerSource Tampa Bay and the applicable partner shall amend the MOU to include the infrastructure funding agreement. The infrastructure agreement shall become an addendum to this MOU.

All Parties agree that modifications that do not affect all Parties need only be signed by the authorized representatives of CareerSource Tampa Bay and the affected Partner(s).

A modification to this MOU will be delivered via email or mail to the CEO and Partners.

#### **XVIII. TERMINATION**

This MOU will remain in effect until the end date specified in the Term section above. A Party may terminate this MOU prior to the end date, with cause upon thirty (30) days written notice, for any of the following reasons:

- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify CareerSource Tampa Bay as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the CareerSource Tampa Bay Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, CareerSource Tampa Bay will convene applicable Parties to the MOU within thirty (30) of notice to discuss the formation of the successor MOU, if applicable. At that time, allocated costs must be addressed.

#### **XIV. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

#### **XX. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource Tampa Bay, the Partner, and the Hillsborough County Board of County Commissioners and no third party is an intended beneficiary.

#### **XXI. GOVERNANCE**

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Tampa Bay and the Hillsborough County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Tampa Bay's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

## **XXII. DISPUTE RESOLUTION**

It is central to the intent and purpose of this MOU that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation to avoid disagreements, minimize the impact of any which may arise and resolve them collegially. All Parties are advised to actively participate in Local 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 dispute resolution process shall be followed as outlined below.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this Agreement is subject to the laws of Florida, venue in Hillsborough County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution.

### **Dispute Resolution Process**

It is the responsibility of CareerSource Tampa Bay's Chief Executive Officer to mediate the dispute. If that is not successful, the CareerSource Tampa Bay Chair (or designee) will coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- A. The petitioner must send a notification to the CareerSource Tampa Bay Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- B. The CareerSource Tampa Bay Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Tampa Bay Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
- C. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- D. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- E. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- F. The CareerSource Tampa Bay Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, 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.

- G. If a Partner has employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the funding, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.

### **XXIII. ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING**

The partners agree to enter into a One-Stop Operating Budget and Infrastructure Funding agreement as detailed in this section. The One-Stop Operating Budget and Infrastructure Funding agreement is a plan to share and allocate the costs of services and the operating costs, including infrastructure costs, among one-stop partners.

#### **One-Stop Operating Budget**

The One-Stop Operating budget is made up of infrastructure costs. The budget for the comprehensive center is presented below. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Applicable facility costs (such as rent).
2. Costs of utilities and maintenance.
3. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
4. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
5. Local Workforce Development Boards (LWDB) may consider common identifier costs as costs of One-Stop Infrastructure. One example of a common identifier is the cost of signage for American Job Centers (AJC) or One-Stop centers (WIOA sec. 121(h)(4) and 20 CFR 678.700).

For purposes of equity and to allow predictability in budget planning, withdrawal, or reduction in the Partner square footage usage at the comprehensive center shall not relieve the Partner of the obligation to continue to support CareerSource Tampa Bay's budget through the remainder of the current budget year.

The projected annual budget is presented below.

<b>Cost Category</b>	<b>Cost Item</b>	<b>Budget</b>
Office Lease	Rent	\$ 986,359
Repairs & Maintenance	Repairs & Maintenance	5,459
Security	Security	42,390
Insurance	Insurance - General Liability & Property	18,967
Equipment Rental	Copier lease	28,181
Telecommunications	Biscom	4,259
Telecommunications	Internet	20,396
Telecommunications	State of Florida (suncom/local service)	8,167
Telecommunications	Phones	16,251
Telecommunications	TDD/TTY lines	3,315
	Sub-total Infrastructure costs	1,137,744

Shared Services	Administrative & Shared Services (10%)	113,374
		<b>\$ 1,247,118</b>

### Infrastructure Funding (IF)

1. Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.
- 2) All Parties to this MOU recognize that infrastructure costs are applicable to all Mandatory Partners, whether they are physically located in the Comprehensive Center or not.
- 3) Infrastructure costs will be reviewed as necessary or at least once per year and may result in an adjustment to the Partner's proportionate share.
- 4) All Parties will actively participate in Infrastructure Funding negotiations in a good faith effort to reach agreement.
- 5) Dispute resolution. Dispute resolution shall be as described above in section **XXII. Dispute Resolution**.
- 6) If an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure funding agreement may be included for a period of up to six months pursuant to 20 CFR 678.715(c). This MOU shall be modified to include the infrastructure funding agreement that is reached as described in section **XVII. Modification**.

### Cost Allocation Methodology

Required One-Stop Center Partner's proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology. All Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Partners are linked virtually through online service access to a program staff member via the resource rooms and through cross-trained front desk staff and other, physically co-located Partner staff, who can provide information and referrals. CareerSource Tampa Bay selected the cost allocation basis to determine overall Partner contributions. This was done in effort to a) remedy the imbalance of non-physically represented Partners, and b) to comply with the requirement of the Partners' contribution to be in proportion to the Partners' use of the comprehensive center.

- o Co-located Partners: The Partner programs physically located in the comprehensive center will have square footage as the cost allocation base. In addition, shared costs will also factor into the determination of the Partner's benefit/fair share of infrastructure costs.
- o Non Co-located Partners: The Partner programs not physically located in the comprehensive center will have their benefit/fair share determined by the FTE equivalent to perform staff assisted services for co-enrollments with Wagner Peyser or WIOA Title I services. There are no mandatory partners included in this MOU who are co-located.

### Method to Determine Benefit

The chart below summarizes the partner programs and the cost allocation basis used to determine the relative benefit received:

<b>Co-located</b>	<b>Partner Organization</b>	<b>Partner Program</b>	<b>Method to Determine Benefit/Allocation Base</b>
No	Tampa Bay Academy of Hope	REO Program	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Tampa Bay Academy of Hope	YouthBuild	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I

#### Partner Contribution

Each partner's contributions to Infrastructure Funding costs may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

#### Co-located Partners – Annual Proportionate Share

For those Partner programs that are co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs. There are no mandatory partners included in this MOU who are co-located.

#### Non Co-located Partners – Annual Proportionate Share

For those Partner programs that are not co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on the CareerSource Tampa Bay full-time equivalent (FTE) to process co-enrollments with Wagner Peyser & WIOA Title I staff assisted services.

In addition, the Partner shall provide a minimum of 8 hours of training to appropriate CareerSource Tampa Bay career services and program staff at a date(s) and time(s) that is mutually beneficial to CareerSource Tampa Bay and Partner annually. The staff training outline will require approval by CareerSource Tampa Bay prior to training commencement. This cross-training is deemed necessary in order for appropriate referrals to be made by CareerSource Tampa Bay staff to the appropriate Partner program.

<b>Partner Organization</b>	<b>Partner Program</b>	<b>Partner Annual Proportionate Share (1)</b>	<b>FTE (1)</b>
Tampa Bay Academy of Hope	REO Program	\$1,210	10% of 1 FTE
Tampa Bay Academy of Hope	YouthBuild	\$1,210	10% of 1 FTE

(1) The Partner's proportionate share is reviewed semi-annually and may result in a revision as detailed in the Cost Reconciliation section below.

A minimum of .10 of 1 FTE in CareerSource Tampa Bay staff assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$1,247,118 and dividing by 102.50 FTE, the number of staff located at the comprehensive center. The table below reflects the estimated annual value of an FTE based on the number of days of staff assisted services.

# of Days per Week	% of FTE	Annual Value of FTE Equivalent
½ day	10% of 1 FTE	\$1,210
1 day	20% of 1 FTE	\$2,420
2 days	40% of 1 FTE	\$4,840
3 days	60% of 1 FTE	\$7,260
4 days	80% of 1 FTE	\$9,680
5 days	100% or 1 FTE	\$12,100

#### Method of Funding Proportionate Share

A Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CareerSource Tampa Bay will negotiate the method of funding with each Partner. The negotiation shall be completed by September 30<sup>th</sup> and will be appended to this MOU in accordance with section **XVII. Modification**.

The contribution will be remitted to CareerSource Tampa Bay as follows.

- Cash: Where a Partner shall contribute cash, Partner shall remit payment to CareerSource Tampa Bay at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due the dates specified below. CareerSource Tampa Bay will invoice the Partner prior to the due date.
- In-Kind: Where a Partner shall contribute In-kind, Partner shall email their in-kind schedule quarterly with supporting documents to Luna Clarke, Contracts Manager at [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) no later than due dates specified below. Partner In-kind requires the prior approval of the CareerSource Tampa Bay Chief Financial Officer and shall follow the In-Kind guidelines as established by CareerSource Tampa Bay and federal guidelines.
- Due Date (if the due date falls on a weekend or holiday then it is due the following business day):
  - November 15<sup>th</sup> for July through September
  - February 15<sup>th</sup> for October through December
  - May 15<sup>th</sup> for January through March
  - August 15<sup>th</sup> for April through June

#### Cost Reconciliation

All Parties agree that a reconciliation of budgeted and actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles:

Co-located Partners:

- CareerSource Tampa Bay shall compare the budgeted One Stop Operating costs to actual on a semi-annual basis to determine the actual cost for the Partner for the quarter.
- CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a weekend or holiday it will be provided the following business day):

- April 30<sup>th</sup> for July through December
- July 31<sup>st</sup> for January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.

- o Partners shall communicate any disputes with cost to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.

#### Non Co-located Partners:

- o Semiannually, by the due dates noted below, each Partner who is not co-located at the comprehensive center will email to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) customer information as agreed upon and permitted by the Partner Organization.

Due Dates (if the due date falls on a Saturday or Sunday, then it is due by the Monday that follows):

- January 10<sup>th</sup> for the period July through December
- July 10<sup>th</sup> for the period January through June

- o Upon receipt of the above information, CareerSource Tampa Bay shall update the Partner's allocation base (ie, FTE equivalent), and apply the updated allocation base as described in the Cost Allocation Methodology section above, to determine the actual costs for the Partner. The Partners understand that the timeliness of CareerSource Tampa Bay calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
- o CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a Saturday or Sunday, then it will be provided the following Monday):
  - January 31<sup>st</sup> for the period July through December
  - July 31<sup>st</sup> for the period January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.

- o Partners shall communicate any disputes with cost to [Clarkel@careersourcetb.com](mailto:Clarkel@careersourcetb.com) within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.



#### **XXIV. AUTHORITY AND SIGNATURES**

Each party is certifying that they have read and understand the information contained in this MOU and that the individual has the legal authority to commit their respective organization to the terms of this MOU and do so by signature below.

This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all parties have signed.

[Intentionally Left Blank]



Tampa Bay Academy of Hope - Re-entry Employment Opportunities (REO) and Youthbuild program

Titania Lamb

Digitally signed by Titania Lamb  
DN: cn=Titania Lamb, o=Tampa Bay Academy of Hope, ou=Small-Claims/Titania Lamb, c=US  
Date: 2023.04.13 10:15:54 -0400

Signature

Titania A Lamb

Print Name

Executive Director

Title

4/12/2023

Date

*Sean Butler*

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Signature

Sean Butler

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Print Name

Board Chairman

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Title

05/24/2023

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Date

**IN WITNESS WHEREOF**, this Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Workforce Development Board, and the one-stop mandatory partners, with the agreement of the chief elected official and the one-stop mandatory partners, relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500.

Chief Elected Official – Hillsborough Board of County Commissioners

*Ken Hagan*

Signature

Ken Hagan

Print Name

BOCC Chair

Title

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. **23-0734**

07-12-2023

Date

Approved as to Form and Legal Sufficiency:

*Katherine M. Benson*

*6/12/23*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Assistant County Attorney