



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
AARP FOUNDATION

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, AARP Foundation ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
 1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
 1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B – Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
AARP FOUNDATION

SIGNATURE PAGE – REQUIRED PARTNER

AARP Foundation

DocuSigned by:

Monique Bates

B2F195613E8D401...

Signature

Monique Bates

Print Name

VP of
Operations

Title

5/20/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
AARP FOUNDATION

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless

Signature

Barclay Harless

Print Name

Board Chair

Title

04/17/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
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AND
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SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium



Signature

Dr. Rene Flowers

Print Name

Chair

Title

6/26/2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney
Katherine M. Benson

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Frontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | AARP Foundation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total = **\$390,013.00** Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA BAY (CDC)

I. Parties

This Memorandum of Understanding (“MOU”) is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Corporation to Develop Communities of Tampa Bay (CDC) (“Required Partner”) and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas (“CSHP”), individually a “Party” and collectively referred to as the “Parties” to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 (“WIOA”) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA BAY (CDC)

SIGNATURE PAGE – REQUIRED PARTNER

Corporation to Develop Communities of Tampa Bay (CDC)



Signature

Dr. Chamain Moss-Torres

Print Name

Chief Operating Officer

Title



Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA BAY (CDC)

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless

Signature

Barclay Harless

Print Name

Board Chair

Title

04/17/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
CORPORATION TO DEVELOP COMMUNITIES OF TAMPA BAY (CDC)

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. *See 34 CFR 463.500*

Hillsborough/Pinellas Workforce Development Consortium

Rene Flowers

Signature

Dr. Rene Flowers

Print Name

Chair

Title

6/26/2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
DEPARTMENT OF EDUCATION – DIVISION OF BLIND SERVICES**

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Department of Education – Division of Blind Services ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

Page 1 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.

8. Promote system integration to the maximum extent feasible through:
 - a. Effective communication, information sharing, and collaboration with the One-Stop operator.
 - b. Leveraging of resources, including other public agency and non-profit organization services.
 - c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
 - d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.

2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:
 - a. Change in local area designation.
 - b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXIV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXV. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVI. Dispute 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.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Division of Blind Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with Florida Commerce and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. Florida Commerce and DOE may remand the issue back to the President/CEO of Career Source and to the Director of the Division of Blind Services, Partner or impose other remedies to resolve the issue.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXVIII. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
DEPARTMENT OF EDUCATION – DIVISION OF BLIND SERVICES**

SIGNATURE PAGE – REQUIRED PARTNER

Department of Education – Division of Blind Services


Signature


Print Name


Title


Date


Signature

Manny Diaz, Jr.

Print Name

Commissioner of Education


Title


Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
DEPARTMENT OF EDUCATION – DIVISION OF BLIND SERVICES

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas



Signature

Barclay Harless

Print Name

Board Chair

Title



Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
DEPARTMENT OF EDUCATION – DIVISION OF BLIND SERVICES

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium

Signature

Dr. Rene Flowers

Print Name

Chair

Title

September 30, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed.

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available in LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

[REMAINDER OF PAGE LEFT BLANK]

Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$68,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
EXCEED CORPORATION JOB CORP

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Exceed Corporation Job Corp ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
 - b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
 4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
EXCEED CORPORATION JOB CORP

SIGNATURE PAGE – REQUIRED PARTNER

Exceed Corporation Job Corp



Signature



Print Name



Title



Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
EXCEED CORPORATION JOB CORP

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless
Signature

Barclay Harless
Print Name

Board Chair
Title

04/17/2025
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
EXCEED CORPORATION JOB CORP

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium

Rene Robinson-Flowers

Signature

Dr. Rene Flowers

Print Name

Chair

Title

05/27/2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By *Katherine M. Benson* Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By *Cody J. Ward* Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING

BETWEEN

**TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY SCHOOL DISTRICT**

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Hillsborough County School District ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

Page 1 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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.

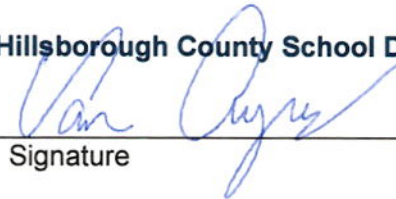
This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all Parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all Parties and the CEO have signed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

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY SCHOOL DISTRICT

SIGNATURE PAGE – REQUIRED PARTNER

Hillsborough County School District



Signature

Van Ayres

Print Name

Superintendent

Title

4/21/2025

Date

Signature

Print Name

Title

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY SCHOOL DISTRICT

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless

Signature

Barclay Harless

Print Name

Board Chair

Title

04/17/2025

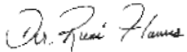
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY SCHOOL DISTRICT

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. *See 34 CFR 463.500*

Hillsborough/Pinellas Workforce Development Consortium



Signature

Dr. Rene Flowers

Print Name

Chair

Title

April 30, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Hillsborough County Board of County Commissioners ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:
 - a. Effective communication, information sharing, and collaboration with the One-Stop operator.
 - b. Leveraging of resources, including other public agency and non-profit organization services.

- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VI. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B – Infrastructure Funding Agreement**, incorporated herein by reference.

VII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

VIII. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:
 - a. Change in local area designation.
 - b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.

4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

IX. 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.

X. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XI. Monitoring

The CSHP, or its designated staff, 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, 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. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XIV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XV. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

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. 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.

XVIII. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XIX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XX. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXI. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIII. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXIV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXV. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVI. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXVIII. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE PAGE – REQUIRED PARTNER

Hillsborough County Board of County Commissioners

Ken Hagan

Signature

Ken Hagan

Print Name

BOCC Chair

Title

5/7/2025

Date

Approved as to Form and Legal Sufficiency:

By *Charlotte V. Diggs*

Title Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO.

25-0496

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless

Signature

Barclay Harless

Print Name

Board Chair

Title

04/17/2025

Date

MEMORANDUM OF UNDERSTANDING

Page **11** of **21**

Mandatory Partner/CSHP MOU

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BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium

Rene Robinson-Flowers

Signature

Dr. Rene Flowers

Print Name

Chair

Title

05/27/2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By *Katherine M. Benson* Title *5/19/25*
Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By *Cody J. Ward* Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | Youthbuild | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

[REMAINDER OF PAGE LEFT BLANK]

Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS COUNTY SCHOOL DISTRICT

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Pinellas County School District ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:
 - a. Effective communication, information sharing, and collaboration with the One-Stop operator.

- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B – Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
 - b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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.

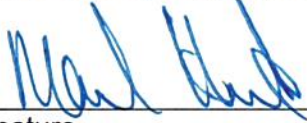
This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all Parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all Parties and the CEO have signed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

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS COUNTY SCHOOL DISTRICT

SIGNATURE PAGE – REQUIRED PARTNER

Pinellas County School District



Signature



Print Name



Title



Date

Approved As To Form:



School Board Attorneys Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS COUNTY SCHOOL DISTRICT

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless
Signature

Barclay Harless
Print Name

Board Chair
Title

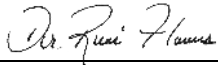
04/17/2025
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS COUNTY SCHOOL DISTRICT

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. *See 34 CFR 463.500*

Hillsborough/Pinellas Workforce Development Consortium



Signature

Dr. Rene Flowers

Print Name

Chair

Title

April 30, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING

BETWEEN

TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS

AND

PEOPLE EMPOWERING AND RESTORING COMMUNITIES (PERC)

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, People Empowering and Restoring Communities (PERC) ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

Page 1 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PEOPLE EMPOWERING AND RESTORING COMMUNITIES (PERC)

SIGNATURE PAGE – REQUIRED PARTNER

People Empowering and Restoring Communities (PERC)



Signature

Michael Jalazo

Print Name

CEO/Executive Director

Title

04/17/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PEOPLE EMPOWERING AND RESTORING COMMUNITIES (PERC)

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless

Signature

Barclay Harless

Print Name

Board Chair

Title

04/17/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PEOPLE EMPOWERING AND RESTORING COMMUNITIES (PERC)

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. *See 34 CFR 463.500*

Hillsborough/Pinellas Workforce Development Consortium



Signature

Dr. Rene Flowers

Print Name

Chair

Title

April 30, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

[REMAINDER OF PAGE LEFT BLANK]

Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS OPPORTUNITY COUNCIL

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Pinellas Opportunity Council ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing, and collaboration with the One-Stop operator.
- b. Leveraging of resources, including other public agency and non-profit organization services.
- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual

reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:

- a. Change in local area designation.
- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS OPPORTUNITY COUNCIL

SIGNATURE PAGE – REQUIRED PARTNER

Pinellas Opportunity Council



Signature

Patricia L. Sawyer

Print Name

Executive Director

Title

4.17.2025

Date

Signature

Print Name

Title

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS OPPORTUNITY COUNCIL

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless
Signature

Barclay Harless
Print Name

Board Chair
Title

04/17/2025
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
PINELLAS OPPORTUNITY COUNCIL

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. *See 34 CFR 463.500*

Hillsborough/Pinellas Workforce Development Consortium



Signature

Dr. Rene Flowers

Print Name

Chair

Title

April 30, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V† | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

†Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
ST. PETERSBURG HOUSING AUTHORITY**

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, St. Petersburg Housing Authority ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

Page 1 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.

8. Promote system integration to the maximum extent feasible through:
 - a. Effective communication, information sharing, and collaboration with the One-Stop operator.
 - b. Leveraging of resources, including other public agency and non-profit organization services.
 - c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
 - d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

It is expressly understood that the Required Partner herein is a political subdivision of the state of Florida and as a result is subject to Florida's public records laws, as may be amended. Notwithstanding anything contained herein, the Required Partner will not be in breach of the requirements of this Agreement as long as it is complying with all laws applicable specifically to the Required Partner, including but not limited to Florida's public records laws, as may be amended.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B – Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for success three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:
 - a. Change in local area designation.
 - b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator. **Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be construed to limit, change or modify the limitations available to the Required Partner through Section 768.28, Florida Statutes, as may be amended.**

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the

Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and

maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
ST. PETERSBURG HOUSING AUTHORITY

SIGNATURE PAGE – REQUIRED PARTNER

St. Petersburg Housing Authority

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
ST. PETERSBURG HOUSING AUTHORITY

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas

Barclay R. Harless
Signature

Barclay Harless
Print Name

Board Chair
Title

04/17/2025
Date

MEMORANDUM OF UNDERSTANDING

Page **11** of **21**

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
ST. PETERSBURG HOUSING AUTHORITY

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium

Rene Robinson-Flowers

Signature

Dr. Rene Flowers

Print Name

Chair

Title 05/27/2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available in LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co- Located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|----------------|---|---|--------------------|----------------------------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

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Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total =

\$390,013.00

Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

+Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.



MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HOUSING AUTHORITY OF THE CITY OF TAMPA

I. Parties

This Memorandum of Understanding ("MOU") is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. § 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 and is executed between, Housing Authority of the City of Tampa ("Required Partner") and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas ("CSHP"), individually a "Party" and collectively referred to as the "Parties" to this MOU.

II. Legal Authority and Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to WIOA.

WIOA Sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a MOU between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in WIOA; 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. Additionally, 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.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CSHP and the Required 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.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hillsborough and Pinellas counties, local workforce development area 28 (LWDA 28). In addition, this MOU will establish joint processes and procedures that will enable the Required Partner to integrate with the current One-Stop 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 LWDA 28.

The parties to this MOU 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.

III. Provision of Services

- A. CSHP has been designated by the Hillsborough/Pinellas Workforce Development Consortium as the administrative entity, grant recipient and fiscal agent for LWDA 28. CSHP will perform the following functions:
1. Review this MOU and solicit feedback from the Required Partner regarding improvements, changes, and/or additions not less than once in every three-year period.
 2. Coordinate with the Required 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.
 3. Coordinate with the Required 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.
 4. Coordinate with the Required 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.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Provide an area for the Required Partner's meetings and/or co-location as space permits.
 7. 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.)
 8. Model CareerSource core values and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures and applicable Federal and Florida statutes and rules.
- B. The Required Partner will perform the following functions:
1. Coordinate with CSHP 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.
 2. Coordinate with CSHP 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.
 3. Coordinate with CSHP 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.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
 5. Provide feedback to CSHP management regarding the performance of the partnership, including its effectiveness and success.
 6. Participate in the career center partner meeting to provide updates on the Required Partners' programs and procedures to CSHP staff.
 7. Commit to cross-training staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement.
 8. Promote system integration to the maximum extent feasible through:
 - a. Effective communication, information sharing, and collaboration with the One-Stop operator.
 - b. Leveraging of resources, including other public agency and non-profit organization services.

- c. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
- d. Participation in regularly scheduled Required Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. 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, Required Partner agrees to:

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

V. Information Sharing

Required Partner agrees 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. Required Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

VI. 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 State Vocational Rehabilitation (VR) records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.

Parties granted access to workforce information systems, including systems containing confidential information, must complete **Attachment A -- Individual Non-Disclosure and Confidentiality Certification Form**, prior to accessing said workforce information systems. A copy of each completed form must be retained by CSHP and made available to Florida Department of Commerce (FloridaCommerce) upon request.

Notwithstanding anything to the contrary contained herein, the Required Partner will not be considered in breach of this MOU for complying with applicable Florida Public Records law, as may be amended.

VII. Infrastructure Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment B -- Infrastructure Funding Agreement**, incorporated herein by reference.

VIII. Term

This MOU shall commence on July 1, 2024, regardless of the date executed by the Parties, and continue through June 30, 2027 ("term"), and may be renewed for successive three-year terms upon written agreement by the Parties. This MOU will not commence or be considered executed without the signature of all Parties and the CEO.

The MOU shall remain in effect for the term unless either party terminates the MOU for convenience with thirty days advanced written notice.

IX. Renewal/Modification

1. Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties to this MOU and the CEO.
2. The MOU will be modified if substantial changes occur prior to the three-year renewal period subject to CEO approval. A modification only requires Parties to review and agree to the elements of the MOU that changed. Adjustments made due to minor revisions to the budget or adjustments made due to annual reconciliation of the budget are not considered a substantial change. Substantial changes include but are not limited to:
 - a. Change in local area designation.

- b. Change in Required Partner (i.e., entity carrying out the authorized program).
3. The Parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services.
4. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

X. 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.

XI. Third Party Beneficiary

This MOU is for the benefit of CSHP, the Required Partner and the Hillsborough/Pinellas Workforce Development Consortium and no third party is an intended beneficiary.

XII. Monitoring

The CSHP, or its designated staff, 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.

XIII. 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, 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.

XIV. E-Verify

In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:

(1) Required Partners and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CSHP may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this MOU.

XV. Background Screenings

CSHP requires a Level 1 background screening as a condition of contract award for all Required Partners. The Level 1 background screenings must be conducted prior to the employees of the Required Partners beginning work.

XVI. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each Party to this MOU 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 Required 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 CSHP 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 CSHP or the One-Stop Operator. Notwithstanding anything to the contrary contained herein, no provision will be considered to limit, modify, or change any limitations afforded to the Required Partner by Chapter 768 Section 28 of the Florida Statutes, as may be amended.

XVII. 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.

XVIII. 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.

XIX. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXI. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Required Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXII. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXIV. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXV. Governance

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CSHP, its Board of Directors, and the Hillsborough/Pinellas Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the Local Board in partnership with the Hillsborough/Pinellas Workforce Development Consortium shall conduct oversight with respect to the One-Stop system.

XXVI. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Florida. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXVII. 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.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU 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 MOU. The following section details the dispute resolution process designed for use by the Required 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.

Process

If CSHP is unable to execute the MOU or agree on infrastructure costs with Required Partners, all Parties shall attempt to resolve the issue in a timely and efficient manner. If resolved no further action is necessary.

If issues regarding the MOU and or IFA remain unresolved, CSHP shall document the issue and efforts at resolution. Documentation is forwarded to FloridaCommerce, Division of Workforce Services and the Chancellor for Career and Adult Education, the Director of the Division of Blind Services or the executive administrators responsible for administering the partner's program. FloridaCommerce and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt.

Issues will be remanded back to the Required Partners to execute recommended action. If issues remain unresolved, CSHP must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of FloridaCommerce or other agency heads to resolve the impasse and provide a resolution to all Parties.

If recommended action or required solutions is not implemented, the State Funding Mechanism (SFM) will be initiated. If the SFM is triggered, CSHP must provide a notice they are unable to reach a consensus on infrastructure funding to the Governor, CareerSource Florida and FloridaCommerce. Notification must be provided by the specific date established in FloridaCommerce's guidance on infrastructure funding.

XXVIII. Recordkeeping

Obligation to Maintain Records. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by the Required Partner for CSHP under this MOU are the intellectual property of CSHP and are the sole property of CSHP. The Required Partner agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all work performed by the Required Partner under this MOU, to comply with all Federal and/or State requirements.

Financial Records. The Required Partner further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the workforce services performed under this MOU. The Required Partner acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this MOU.

Records Available to the Public. To the extent required by Section 119.0701 of the Florida Statutes, the Required Partner shall:

- i. Keep and maintain public records required by CSHP to perform the workforce services under this MOU.
- ii. Upon request from CSHP's custodian of public records, provide CSHP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following completion of the MOU if the Required Partner does not transfer the records to CSHP.
- iv. Upon completion of the MOU, transfer, at no cost to CSHP, all public records in possession of the Required Partner or keep and maintain public records required by CSHP to perform the workforce services. If the Required Partner transfers all public records to CSHP upon completion of the MOU, the Required Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Required Partner keeps and maintains public records upon completion of this MOU, the Required Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSHP, upon request from the CSHP custodian of public records, in a format that is compatible with the information technology systems of CSHP.
- v. **If the Required Partner has questions regarding the application of chapter 119, Florida Statutes, to the Required Partner's duty to provide public records relating to this MOU, contact CSHP's Custodian of Public Records at 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Email address: munroa@careersourcehp.com.**

XXIX. 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 and the CEO have signed it.

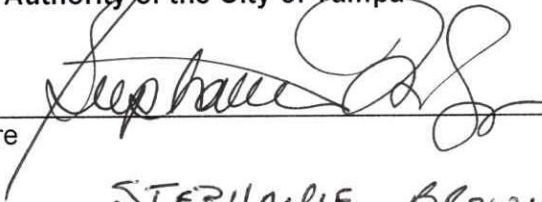
[SIGNATURE PAGES FOLLOW]

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HOUSING AUTHORITY OF THE CITY OF TAMPA

SIGNATURE PAGE – REQUIRED PARTNER

Housing Authority of the City of Tampa

Signature



Print Name

STEPHANIE Brown-Gilmore

Title

DIRECTOR, PPS

Date

7/24/2025

MEMORANDUM OF UNDERSTANDING

Page 10 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711

BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
AND
HOUSING AUTHORITY OF THE CITY OF TAMPA

SIGNATURE PAGE - CSHP

Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas



Signature

Barclay Harless

Print Name

Board Chair

Title

07/25/2025

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS

Page 11 of 21

Mandatory Partner/CSHP MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

AND
HOUSING AUTHORITY OF THE CITY OF TAMPA

SIGNATURE PAGE - CHIEF ELECTED OFFICIAL

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 Required Partner with the agreement of the Chief Elected Official relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500

Hillsborough/Pinellas Workforce Development Consortium

Signature

Dr. Rene Flowers

Print Name

Chair

Title

July 27, 2025

Date

Hillsborough County, Approved as to Form and Legal Sufficiency:

By Katherine M. Benson Title Senior Assistant County Attorney

Pinellas County, Approved as to Form and Legal Sufficiency:

By Cody J. Ward Title Assistant County Attorney

ATTACHMENT A – INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

ATTACHMENT B – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards to develop and finalize an Infrastructure Funding Agreement (IFA) with all required partners that carry out authorized programs in the local area. *Required Partners with programs available In LWDA 28:*

| Partner Name | Required Program | Program Authority |
|---|--|--|
| -CareerSource Hillsborough Pinellas, local workforce development board (LWDB) | WIOA Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG)-LVER & DVOP; Unemployment compensation programs | WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law). |
| -AARP Foundation | Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) |
| -Florida Department of Education/ Division of Vocational Rehabilitation | State Vocational Rehabilitation (VR) Services program | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Florida Department of Education/ Division of Blind Services | State Blind Services | Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741) |
| -Hillsborough County School District -Pinellas County School District | Adult Education and Family Literacy Act (AEFLA) programs | Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II |
| -Hillsborough County School District -Pinellas County School District | Career and Technical Education programs - post-secondary level | Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) |
| -Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient -Pinellas Opportunity Council | Employment and training activities carried out under the Community CSBG programs | Community Services Block Grant (CSBG) (42 USC 9901 et seq.) |
| -Housing Authority of the City of Tampa -St. Pete Housing Authority | Employment and training activities carried out under HUD. | Housing and Urban Development |
| -Exceed Corporation Job Corp | Job Corps | WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| -Hillsborough County School District | National Farmworker Jobs Program (NFJP) - Migrant and seasonal farmworker programs | WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| -CDC of Tampa, Inc. | YouthBuild | WIOA Title I - Youthbuild |
| -People Empowering and Restoring Communities (PERC) | Reentry Employment Opportunities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) |

The purpose of the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop delivery system.

II. Infrastructure Costs

Costs of the infrastructure of the one-stop centers will be funded in accordance with the requirements of WIOA, federal cost principles, and all other applicable legal requirements.

1. All costs included in the IFA, allocated according to Required Partner's proportionate use and relative benefits received, will be reconciled on a bi-annual basis. The one-stop operating budget is transparent and negotiated among Required Partners on an equitable basis to ensure costs are shared appropriately.
2. Infrastructure costs of the 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.
3. Infrastructure costs are defined as non-personnel costs necessary for the general operation of career centers, including but not limited to:
 - a. Applicable facility costs (such as rent).
 - b. Costs of utilities and maintenance.
 - c. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
 - d. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
 - e. 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).
4. Required Partner recognizes that infrastructure costs are applicable to all required partners, whether they are physically located in the Comprehensive Center or not.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. The One-Stop Operating budget is made up of infrastructure costs. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Master budget that is necessary to maintain the high standard one-stop delivery system.
2. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
3. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
4. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
5. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs,
6. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance
7. The One-Stop Operating budget is made up of infrastructure costs, career services, and shared services.
8. Operating budgets for the AJCs located in Hillsborough and Pinellas Counties are reflected in the below tables. A new budget estimate will be provided annually.

Below are the overall operating budgets for the AJCs located in Hillsborough and Pinellas Counties, as follows:

Hillsborough County

The below table represents the operating budget for the comprehensive AJC: Tampa Center located in Hillsborough County.

| Cost Category | Cost Item | IFA Budget |
|-----------------------|--|------------------------|
| Office Rent/Lease | Rent | \$ 986,359.00 |
| Repairs & Maintenance | Repairs & Maintenance | 5,459.00 |
| Security | Security | 42,390.00 |
| Insurance - GL/Prop | Insurance - General Liability & Property | 18,967.00 |
| Equipment Rental | Copier lease | 28,181.00 |
| Telecommunications | Biscom | 4,259.00 |
| Telecommunications | Brighthouse (cable/internet) | 20,396.00 |
| Telecommunications | State of FL (suncom/local svc) | 8,167.00 |
| Telecommunications | Viirtue (Phone) | 16,251.00 |
| Telecommunications | Fontier (TDD/TTY lines) | 3,315.00 |
| | Sub-total infrastructure costs | 1,133,744.00 |
| Shared Services | Administrative & Shared Services | 113,374.00 |
| | Total Item | \$ 1,247,118.00 |

Pinellas County

The below table represents the operating budget for the two comprehensive AJCs: Gulf to Bay and St Petersburg and one affiliate center: Tarpon Springs located in Pinellas County.

| Description | IFA Budget |
|--------------------------------|----------------------|
| Communications | \$ 21,240.00 |
| One-Stop Operator | 52,000.00 |
| Contract Labor | 1,800.00 |
| Office Supplies | 8,700.00 |
| Postage/Shipping | 3,360.00 |
| Document Shredding | 1,200.00 |
| Insurance | 6,930.00 |
| Office Rent/Lease | 141,952.00 |
| Utilities | 35,875.00 |
| Repairs and Maintenance | 3,950.00 |
| Security | 300.00 |
| Janitorial Expense | 42,180.00 |
| Pest Control | 3,036.00 |
| Equipment Rent/Lease | 21,530.00 |
| Copy Machine Usage/Maintenance | 12,000.00 |
| Computer Software/License | 24,960.00 |
| Equipment < \$5,000 | 9,000.00 |
| | \$ 390,013.00 |

IV. 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 Required Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Required 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 Required Partner staff, who can provide information and referrals. CSHP selected the cost allocation basis to determine overall Required Partner's 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 Required Partners' contribution to be in proportion to the Required Partners' use of the comprehensive center.

Hillsborough County

- 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 utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .10 FTE or 4 hours per week.

Pinellas County

- Co-located and Non Co-located Partners: Partner programs will utilize a "direct linkage" that will allow customers to connect with Partner program staff to access services. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of .2 FTE or 8 hours per week.

V. Required Partner Contribution

Each Required 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 Required Partner programs' authorizing laws and regulations and the Uniform Guidance. The Required Partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Total Required Partner Contribution – Hillsborough County and Pinellas County

If the amount is zero for the County, the Required Partner does not carry out the program in the area.

| Required Partner Organization | Required Partner Program | Total Annual Contribution | Hillsborough County | Pinellas County |
|---|---|---------------------------|-----------------------------------|-----------------|
| Exceed Corporation Job Corp | Job Corps | \$7,164.61 | \$5,461.50 | \$1,703.11 |
| Hillsborough County School District | AEFLA CTE MSFW | \$45,750.20 | \$43,330.20 \$1,210 \$1,210 | \$0 |
| Pinellas County School District | AEFLA CTE | \$1,703.11 (In-kind) | \$0 | \$1,703.11 |
| Florida Department of Education | Division of Blind Service | \$2,913.11 | \$1,210 | \$1,703.11 |
| Florida Department of Education | Division of Vocational Rehabilitation | \$2,913.11 | \$1,210 | \$1,703.11 |
| AARP Foundation | SCSEP | \$22,861.33 | \$21,158.12 | \$1,703.11 |
| Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners, the Grant Recipient | CSBG | \$1,210 | \$1,210 | \$0 |
| Pinellas County Opportunity Council | CSBG | \$1,703.11 | \$0 | \$1,703.11 |
| Housing Authority of the City of Tampa | HUD | \$1,210 | \$1,210 | \$0 |
| CDC of Tampa, Inc. | Youthbuild | \$1,210 | \$1,210 | \$0 |
| St Petersburg Housing Authority | HUD | \$1,703.11 | \$0 | \$1,703.11 |
| People Empowering & Restoring Communities | Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) | \$1,703.11 | \$0 | \$1,703.11 |

Required Partners Contribution - Hillsborough County

| Co-located | Required Partner Organization | Required Partner Program | Allocation Basis | Annual Proportionate Share |
|------------|-------------------------------|--------------------------|------------------|----------------------------|
|------------|-------------------------------|--------------------------|------------------|----------------------------|

| | | | | |
|-----|---|---|--------------------|-------------|
| Yes | Exceed Corporation Job Corp | Job Corps | Square footage (2) | \$5,461.50 |
| Yes | Hillsborough County School Board | AEFLA | Square footage (2) | \$43,330.20 |
| No | Hillsborough County School Board | CTE | Direct linkage (1) | \$1,210 |
| No | Hillsborough County School Board | MSFW programs | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Division of Blind Services program | Direct linkage (1) | \$1,210 |
| No | Florida Department of Education | State Vocational Rehabilitation (VR) Services program | Direct linkage (1) | \$1,210 |
| Yes | AARP Foundation | SCSEP | Square footage (2) | \$21,158.12 |
| No | Hillsborough County Social Services as Administrative Entity for Hillsborough County Board of County Commissioners CEO, the Grant Recipient | CSBG | Direct linkage (1) | \$1,210 |
| No | Housing Authority of the City of Tampa | HUD | Direct linkage (1) | \$1,210 |
| No | CDC of Tampa, Inc. | Youthbuild | Direct linkage (1) | \$1,210 |

- (1) A minimum of .10 of 1 FTE in CSHP staff assisted services will be assessed for each Required 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.
- (2) For those Required Partner programs that are co-located at the comprehensive center, the determination of the Required Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

[REMAINDER OF PAGE LEFT BLANK]

Required Partners Contribution - Pinellas County

| Required Program Partner | Governance | Local Grantee | # of Staff | Total Weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---|--------------|--------------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Worker and Youth Programs | DOL | CareerSource Hillsborough Pinellas | 10.45 | 418.00 | 10.45 | 22.82% | \$88,987.68 |
| RESEA | DOL | CareerSource Hillsborough Pinellas | 4.1 | 164.00 | 4.10 | 8.95% | \$34,913.83 |
| Program Cost Pool | DOL | CareerSource Hillsborough Pinellas | 9.2 | 368.00 | 9.20 | 20.09% | \$78,343.22 |
| State Unemployment Insurance (UI)** | DOL | CareerSource Hillsborough Pinellas | 0 | 0.00 | 0.00 | 0.00% | \$0.00 |
| Welfare Transition Program and SNAP | DOL | CareerSource Hillsborough Pinellas | 4.45 | 178.00 | 4.45 | 9.72% | \$37,894.28 |
| State Staff (DVOP, LVER, Wagner Peyser) | DOL, JVSG | CareerSource Hillsborough Pinellas | 16 | 640.00 | 16.00 | 34.93% | \$136,249.08 |
| Job Corps | DOL | Exceed Corporation Job Corp | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Adult Education and Family Literacy and Perkins V+ | DOE, DOL | Pinellas County School District | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Vocational Rehabilitation* | DOE | Vocational Rehabilitation | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Florida Department of Education, Division of Blind Services* | DOE | Blind Services | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Senior Community Service Employment Programs (SCSEP)* | DOL | American Association of Retired Persons | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Community Services Block Grants* | DOL | Pinellas Opportunity Council | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Housing and Urban Development - Employment and Training Programs* | DOL | St Petersburg Housing Authority | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Programs Authorized under Sec. 212 of the Second Chance Act of 2007* | DOL | People Empowering and Restoring Communities | 0 | 8.00 | 0.20 | 0.44% | \$1,703.11 |
| Totals | | | 44.20 | 1,832.00 | 45.8 | 100.00% | \$390,013.00 |

(A)

Estimated Infrastructure Budget Total = **\$390,013.00** Total required to determine the Cost per FTE

Infrastructure Contribution (Estimated)

Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs

Estimated Cost per FTE = **\$8,515.57**

Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology

Direct Linkage = **\$1,703.11**

*Pinellas County School District Calculation

| | |
|----------------------|---------------------|
| ***Market Lease = | \$23.66 sqft |
| Current Lease = | \$11.25 sqft |
| Difference = | \$12.41 sqft |
| Annual Lease Total = | \$124,031.25 |

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner total FTEs

Notes:

*Direct Linkage Partners

**Unemployment Compensation - not in AJC

***Average from Pinellas County Economic Development

(A) The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,703.11. The actual cost of housing CareerSource Hillsborough Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.

VI. Method of Funding Proportionate Share

A Required Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CSHP will negotiate the method of funding with each Required Partner. The contribution will be remitted to CSHP as follows.

- Cash: Where a Required Partner shall contribute cash, Required Partner shall remit payment to CSHP at: 4350 West Cypress Street, Suite 875, Tampa, FL, 33607, Attention: Finance Department, no later than the due dates specified below. CSHP will invoice the Required Partner prior to the due date.
- In-Kind: Where a Required Partner shall contribute In-kind, Required Partner shall email their in-kind schedule quarterly with supporting documents to munroa@careersourcehp.com no later than due dates specified below. Required Partner In-kind requires the prior approval of the CSHP Chief Financial Officer and shall follow the In-Kind guidelines as established by CSHP and federal guidelines.
- Required Partner may provide their annual contribution quarterly or in a single lump sum amount. Quarterly due dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

VII. 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:

- CSHP shall compare the budgeted One Stop Operating costs to actual costs on a semi-annual basis to determine the actual cost for the Required Partner.
- If the actual costs are lower than budgeted, the Required Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Required Partner's proportionate share will not change. CSHP will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.
- Required Partners shall communicate any disputes with cost to munroa@careersourcehp.com within 7 days of notification of the revised proportionate share. CSHP will review the dispute and respond accordingly to the Required Partner within 10 days of receipt of notice of the Required Partner's dispute. When necessary, CSHP will modify the invoice upon resolution of the dispute.

VIII. Steps to Reach Consensus

CSHP and the Required Partner conferred regarding the involvement of each Required Partner at the career centers. The appropriate allocation bases were discussed, those bases included in this IFA were agreed upon as the most appropriate. CSHP proposed the initial Required Partner contribution amounts as described above and the Required Partner concurred. Finally, the Parties discussed the best mechanism to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.