

General Meeting

September 12, 2024, at 6:00 P.M. (CT)

Join via Microsoft Teams Meeting

or by phone at 561-570-4464 Conference ID: 563 009 245# or in person at 4636 Highway 90, Suite K Marianna, FL 32446 - Community Room Richard - (850) 557-2441; Tabetha - (850) 693-3913

AGENDA

CALL TO ORDER Donnie Read, Chair

INVOCATION / PLEDGE TO FLAG Travis Ephriam

ROLL CALL Richard Williams

PUBLIC COMMENTS Donnie Read

EMERGENCY ITEMS Donnie Read

CONSENT ITEMS

*General Meeting Minutes Donnie Read Pages 3-4

May 9, 2024

STATUS OF FUNDS REPORT Richard Williams

(To be provided)

MISSION MOMENT Richard Williams

*Annual Meeting Aug 8, 2024

COMMITTEE REPORTS

*Executive Committee Meeting Donnie Read Pages 5-6 August 27, 2024

2024-2025 BUDGET Richard Williams Pages 7-8

ITA WAIVER Richard Williams Pages 9-15

DRAFTED 4-YEAR PLANRichard Williams Attachment

PY 2024-2025 TARGETED OCCUPATIONS LIST Debby Wood Pages 16-18

ONE-STOP OPERATOR REPORT Richard Williams Pages 19-29

*2023-2024 4th Quarter

NEW BUSINESS

Committee Structure for 2024-2025 Donnie Read Page 29

Other Grants/Requirements Richard Williams Pages 30-51

Board Training Richard Williams Attachment

Subrecipient Agreement Donnie Read Pages 52-80

DIRECTOR'S COMMENTSRichard Williams Page 81

BOARD MEMBER COMMENTS Donnie Read

ADJOURNMENT Donnie Read, Chair

MARK YOUR CALENDARS

November 14, 2024



General Meeting May 9, 2024, at 6:00 P.M. (CT) <u>Minutes</u>

CALL TO ORDER

A quorum was present, and Debbie Kolmetz, Chair, called the meeting to order. Travis Ephriam led the group in the Invocation and Pledge to the Flag.

The following board members were present:

Mary McKenzie, Janice Sumner, Debbie Kolmetz, Travis Ephriam, Johnny Eubanks, Al Bryant, Tracy Andrews, David Corbin, Dr. Sarah Clemmons, Justin Stephens, Dr. David Bouvin, Penny Bryan

The following board members were absent:

Raymond Russell, Sandy Spear, Kyle Coates, Kevin Buchanan, Donnie Read, Vanita Yon, Kyle Peddie, Bryan Lee, Keith Sutton

Others present included:

Richard Williams, Sara Johnson, Deena Johnson, Rose Adams, Melody Wade, Tabetha Basford, Cheri Gilmore – CSC Staff James Halleran, Ben Clark– James Moore

PUBLIC COMMENTS

Debbie Kolmetz asked if there were any public comments. There were none.

REVIEW OF 22-23 AUDIT

James Halleran of James Moore presented the audit for the 2022-2023 Program Year. Travis Ephriam made the motion, David Corbin seconded the motion, and the vote was unanimous to approve the reported audit for the 2022-2023 Program Year.

GENERAL MEETING MINUTES

Travis Ephriam made the motion, Janice Sumner seconded the motion, and the vote was unanimous to approve the minutes of the March 14, 2024, general meeting.

STATUS OF FUNDS REPORT

Richard Williams and Sara Johnson went over the Status of Funds Report.

APPRENTICESHIP ACCELERATOR

Rose Adams presented the results of the Apprenticeship Accelerator meeting held at Rivertown Community Church on April 18, 2024. The event was facilitated by Daisy Gray, Apprenticeship Training Representative, FL DOE.

COMMITTEE REPORTS

Debbie Kolmetz stated the Executive/Finance Committee reviewed the Audit with Ben Clark on April 30, 2024. No action was taken.

Further, Madam Chair shared the results of the Nominating Committee, held before the Board meeting on May 9: Donnie Read was appointed as Chair of the Board for 2024-2025, Tracy Andrews as Vice-Chair, and Janice Sumner as Secretary/Treasurer. Al Bryant made the motion, David Corbin seconded the motion, and the vote was unanimous to approve the nominations for officers for the 2024-2025 Program Year. The appointment will take place at CareerSource Chipola's Annual meeting held on August 8, 2024.

ONE-STOP OPERATOR REPORT

Debbie Kolmetz praised CareerSource Chipola's third quarter one-stop operator report for Program Year 2023-2024.

2024-2025 WIOA/TANF Allocations

Richard Williams led a discussion on allocations to the estimated 2024-2025 WIOA/TANF funding, comparing it through the ages starting prior to Hurricane Michael in July of 2017.

Industry & Education Consortium Report

Mr. Williams shared insight from the first Industry and Education consortium meeting held on April 19, 2024.

BOARD MEMBER COMMENTS

None.

ADJOURNMENT

Janice Sumner made the motion, Al Bryant seconded the motion, and the vote was unanimous to adjourn the May 9 Board Meeting.



Executive Committee Meeting August 27, 2024 @ 2:30 PM (CT)

Minutes

CALL TO ORDER

A quorum was present, and Donnie Read, Chair, called the meeting to order.

Attendees- Donnie Read; Chair, Tracy Andrews; Vice-Chair/Washington County, Janice Sumner; Calhoun County, Travis Ephriam; Jackson County, Johnny Eubanks; Liberty County, Sandy Spear; Holmes County

Others- Richard Williams, Debby Wood, Sara Johnson, Tabetha Basford - CSC Staff

PUBLIC COMMENTS

D. Read asked if there were any public comments. There were none.

2024 - 2025 BUDGET

R. Williams presented the drafted version of the 2024-2025 Budget for CareerSource Chipola. Tracy Andrews made the motion, Sandy Spear seconded the motion, and the vote was unanimous to recommend approval of the 2024-2025 drafted Budget.

INDIVIDUAL TRAINING ACCOUNT WAIVER REQUEST

Johnny Eubanks made the motion, Tracy Andrews seconded the motion, and the vote was unanimous to approve submission with the Chair's signature.

4 YEAR PLAN UPDATE

Richard Williams updated the Executive Committee on the progress of CareerSource Chipola's 4-Year Plan.

TARGETED OCCUPATION LIST UPDATES/APPROVAL

Debby Wood displayed the 2024-2025 Targeted Occupation List, showing no changes.

Tracy Andrews made the motion, Janice Sumner seconded the motion, and the vote was unanimous to approve the 2024-2025 Targeted Occupation List.

COMMITTEE STRUCTURE FOR 2024 - 2025

Mr. Read started a discussion on restructuring the committee members and will ask if any members wish to join a committee at the September 12 Board meeting. As Tracy Andrews was the representative for Washington County and is now on the Executive Committee as Vice-Chair, Mr. Read selected David Corbin as the new Washington County representative. As Ms. Debbie Kolmetz is the former Chair, she will replace Sandy Spear as the Holmes County Representative per guidelines.

ADJOURNMENT

Chair Donnie Read adjourned the August 27, 2024, Executive Committee meeting.

2024-25 Draft

Funding Source/Income	 come nount	ryover	To	otal
	\$ -	\$	\$	-
Apprenticeship Grant	\$ 62,500	\$ _	\$	62,500
FI Deputy Apprenticeships	\$ -	\$ -	\$	***************************************
Infrastructure Funding Agreement	\$ 12,844	\$ 2.	\$	12,844
Opportunity Florida Contract	\$ 220,000	\$ 170	\$	220,000
Other Grants		\$ -	\$	
Reemployment Assistance	\$ 30,000	\$ -	\$	30,000
Reemployment Eligibility and Assessment	\$ 50,000	\$ -	\$	50,000
Rural Initiatives	\$ 312,500	\$ _	\$	312,500
Sector Strategy Grant	\$ 100,000	\$ -	\$	100,000
SNAP	\$ 49,289	\$ _	\$	49,289
Temporary Assistance to Needy Families	\$ 316,090	\$ 74,175	\$	390,265
Unrestricted Funds not otherwise catagorized	\$ 15,000	\$ -	\$	15,000
Veteran's Services -Unified	\$ 13,000	\$ -21	\$	13,000
Wagner Peyser	\$ 11,120	\$ -	\$	11,120
Wagner Peyser Incentives	\$ -	\$ -25	\$	- 21
Wagner Peyser Re-Entry Navigator Project	\$ -	\$ 	\$	-
WIAO Supplemental	\$ 35,399	\$ -	\$	35,399
WIOA - Get There Faster Grant	\$ -	\$ -	\$	-
WIOA Adult	\$ 213,624	\$ 185,000	\$	398,624
WIOA Dislocated Worker	\$ 88,375	\$ 80,000	\$	168,375
WIOA Dislocated Worker Supplemental	\$ 20,829	\$ -	\$	20,829
WIOA State Level- Rapid Response	\$ 10,663	\$ 2	\$	10,663
WIOA Youth	\$ 172,998	\$ 5,000	\$	177,998
WIOA Youth Career Exploration Grant	\$ 250,000	\$ -	\$	250,000
Totals	\$ 1,984,231	\$ 344,175	\$	2,328,406

2024-25 Draft

	Draft 2024-25	2	Planned 2023-2024		Actual 2023-24
Expense Category					
Accounting/Finance Consulting	\$ 28,350	\$	28,350	\$	29,750
Data Lines and Telephone	\$ 71,000	\$	75,000	\$	70,307
Equipment & Facility Maintenance	\$ 5,000	\$	5,000	\$	2,464
Equipment/Furniture	\$ 5,000	\$	15,000	\$	-
Garbage Disposal/Janitorial Supplies	\$ 5,500	\$	6,000	\$	4,830
Insurance	\$ 26,000	\$	27,000	\$	19,518
Legal/Corporate Fees	\$ 500	\$	1,000	\$	
License/Software	\$ 80,000	\$	50,000	\$	115,865
Marketing/Outreach	\$ 3,000	\$	5,000	\$	2,456
Memberships and Dues	\$ 7,500	\$	10,000	\$	6,925
Organizational Advertising	\$ 250	\$	500	\$	-
Other	\$ 11,000	\$	11,000	\$	10,191
Other Contractual Services	\$ 7,500	\$	7,500	\$	4,740
Pest Control	\$ 1,500	\$	1,500	\$	1,730
Postage	\$ 2,000	\$	2,000	\$	2,140
Professional Employment Agency Fee	\$ 17,000	\$	17,000	\$	16,287
Rent	\$ 135,000	\$	135,000	\$	
Salary/Fringes - CareerSource Chipola staff	\$ 1,200,000	\$	1,335,000	\$	
Sector Strategy	\$ 50,000	\$		\$	-
Security Systems	\$ 4,000	\$	3,000	\$	3,964
Special Grant Training (Faster/Returning Vet)	\$ 1	\$	50,000	\$	-
Storage Rooms	\$ 3,000	\$	2,500	\$	2,951
Supplies	\$ 20,000	\$	25,000	\$	17,291
Teen Preg. Prevention Program (WTP funding)	\$ 45,000	\$	90,000	\$	35,503
Training Materials	\$ 1,000	\$	1,000		
Travel/Training - CareerSource Chipola Board	\$ 7,500	\$	10,000	\$	(1,450)
Travel/Training - CareerSource Chipola Staff	\$ 22,500	\$	25,000	\$	20,072
Travel/Training - DEO Staff	\$ 1,000	\$	2,000		1000
Utilities	\$ 38,000	\$	30,000	\$	37,451
Welfare Transition Program	\$ 40,000	\$	15,000	\$	12,226
WIOA Adult Program	\$ 118,000	\$	118,000	\$	59,433
WIOA Dislocated Worker Program	\$ 5,000	- 33	1,000	8.9	416
WIOA Youth Career Exploriation	\$ 100,000			\$	100
WIOA Youth Program	\$			\$	19,382
Sub Total:	\$ 2,111,100	\$	2,179,350	\$	1,951,520
Planned Carryover Funds	\$ 217,306	\$	566,681		
Total:	\$ 2,328,406	\$	2,746,031		



POLICY NUMBER 074

Administrative Policy

Title:	Individual Training Account Expenditure Requirements and Waiver Request Process				
Program:	Workforce Innovation and Opportunity Act				
Effective:	June 29, 2012	Revised:	July 1, 2024		

I. PURPOSE AND SCOPE

The purpose of this policy is to outline the requirements to local workforce development boards (LWDBs) for the use of federal Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds for Individual Training Account (ITA) expenditures.

This policy also describes the process for LWDBs to request a waiver of the state ITA requirement.

II. BACKGROUND

Section 445.003(3)(a)1, Florida Statutes (F.S.) requires that at least 50 percent of the Title I WIOA Adult and Dislocated Worker funds that are passed through to LWDBs be allocated to ITAs, unless a LWDB obtains a waiver from the state workforce development board (state board).

III.AUTHORITY

Workforce Innovation and Opportunity Act of 2014, <u>Public Law 113-128</u>, Section 134(c)(2)(A)(xii)(VII), Section 134(c)(3)(D) and Section 134(c)(3)(F)(v)

Section 445.003(3)(a)(1), F.S.

IV. POLICIES AND PROCEDURES

WIOA funds may only be used to provide training services to eligible participants when there

is no grant or other assistance available to pay for training, or the eligible participant requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants established under title IV of the Higher Education Act of 1965. ITAs must be coordinated with other sources of grant assistance as prescribed in Administrative Policy 122 -Adult and Dislocated Worker Eligibility Program Eligibility. Veteran Assistance (VA) benefits for education and training services do not constitute "other grant assistance" under WIOA's eligibility requirements. Pursuant to Section 445.003(3)(a)1, F.S., tuition, books and fees of training providers, and other training services authorized by WIOA qualify as state ITA expenditures. The Allowable Programmatic Training and ITA Costs Crosswalk provides direction to LWDBs on what expenditures qualify for the 50% ITA requirement and how the remaining funds should be used for career services (not associated with training costs).

FloridaCommerce established a state ITA cost-category and sub-cost categories to track associated costs and expenditures in the Subrecipient Enterprise Resource Application (SERA). LWDBs are required to submit state ITA expenditures in SERA as outlined in this policy.

A. Sub-Cost Categories

The state ITA cost category is broken down into sub-cost categories which further specify activities allowable under the state ITA expenditure requirement. The sub-cost categories for the state ITA expenditure requirement are outlined below.

1. Occupational Skills Training

Occupational skills training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. LWDBs must give priority consideration to training programs that lead to recognized credentials of value and postsecondary credentials, including those on the Master Credentials List, that align with in-demand and emerging industry sectors or occupations in the local area. The chosen occupational skills training must meet the quality standards in WIOA.

The training must:

- Be outcome-oriented and focused on an occupational goal specified in the participant's individual service strategy.
- b. Be of sufficient duration to impart the skills needed to meet the occupational goal.
- c. Lead to the attainment of a recognized credential of value and postsecondary credential. A credential is documented verification of qualification or competence issued to an individual by a third party with the relevant authority or jurisdiction to

issue such credentials (such as an accredited. This includes an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

Supportive services required for participation in an occupational skills training activity are included in this sub-cost category. Any supportive services provided must be in accordance with Administrative Policy - 109 Supportive Services and Needs-Related Payments and recorded in Employ Florida in accordance with the Employ Florida Service Code Guide.

2. Other WIOA Specified Training

Other WIOA specified training includes:

- On-the-job training.
- Registered apprenticeship programs.
- Programs that combine workplace training with related instruction and may include cooperative education programs.
- Incumbent worker training.
- e. Training programs operated by the private sector.
- Skill upgrading and retraining.
- g. Entrepreneurial training.
- Job readiness training in combination with other training activities.
- i. Adult education and literacy in combination with other training activities.
- Customized training.

Supportive services required for participation in an "other WIOA specified training" activity are included in this sub-cost category. Any supportive service provided must be in accordance with Administrative Policy - 109 Supportive Services and Needs-Related Payments and recorded in Employ Florida in accordance with the Employ Florida Service Code Guide.

3. Other Work-Based Learning Opportunities

Work-based learning opportunities afford WIOA-eligible participants opportunities for career exploration and enhanced skill development. LWDBs may offer programs that incorporate paid and/or unpaid work experiences and have a combined instructional component of academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Administrative Policy 100 - Work-Based Learning and Work-Based Training for Adults and Dislocated Workers, describes the requirements for such activities.

These expenses are recorded in SERA as Work Experience and Internships.

4. Training Program Management

Costs associated with training program management are staff costs:

- Directly related to developing, implementing, or coordinating authorized training programs identified in this policy.
- Associated with developing, implementing, or coordinating local training for eligible clients participating in training programs leveraged through other grants (e.g., Temporary Assistance for Needy Families, Pell Grants).

Staff costs are limited to salaries and benefits.

5. Training Case Management

Costs associated with training case management are staff:

- Costs directly related to case management and job placement services for clients in training (not clients seeking training).
- Expenditures associated with the provision of support services to individuals while they are in training.

Staff costs are limited to salaries and benefits.

B. Requirements for Allocating and Reporting State ITA Funds

LWDBs must allocate and expend a minimum of 50 percent of the WIOA Adult and Dislocated Worker formula funds that they expect to expend each fiscal year (July-June) to satisfy the state ITA requirement. The percentage allocated for state ITA expenditures must be calculated using the carry-forward (estimated or actual when available) plus the portion of any new allocation budgeted for the current year. The required minimum allocation of 50 percent (or waiver percentage) of funds to be expended in the fiscal year must be reflected in the budget that is submitted to FloridaCommerce.

LWDBs must report related expenditures monthly in SERA for each of the specified state ITA sub-cost categories listed in Section IV.A of this policy. The <u>Allowable Programmatic Training and ITA Costs Crosswalk</u> reflects expenditures that qualify for the state ITA expenditure requirement.

To ensure the most effective use of WIOA funds, LWDBs that are unable to expend the required 50 percent of the Title I WIOA Adult and Dislocated Worker funds on ITAs or that have not secured a state ITA expenditure requirement waiver risk having funds recaptured and reallocated in accordance with CareerSource Florida Strategic Policy 2002.01.09.A.3.. Recapture and Reallocation of WIOA Funds, or other related state guidance upon issuance.

C. State ITA Waiver Requests

LWDBs that require a state ITA expenditure requirement waiver must submit to FloridaCommerce, a formal request that has been approved by the LWDB and chief local elected official(s) (CLEO). The approved state ITA expenditure requirement waiver request must be submitted to FloridaCommerce's Bureau of Financial Management for review. The following guidelines govern the management of the waiver review process:

- Applications for waivers must be submitted no later than September 1, 2024, for program year (PY) 2024-2025. Beginning PY 2025-2026, applications for waivers must be submitted prior to July 1 of the PY for which the waiver applies. Approved waivers are limited to one year.
- 2. The request must include the following:
 - Documentation describing the local budget for ITAs itemized by sub-cost categories as listed in Section A. Sub-Cost Categories.
 - b. Documentation showing local strategies and staff employed to increase access to training for customers and to enroll customers in training.
 - Documentation describing local and regional strategies to limit the ongoing need for a waiver.
 - The lack of demand for each authorized training service.
 - e. The financial impact on the provision of client services.
 - Documentation showing approval from the LWDB and CLEO.
- FloridaCommerce may require additional information from the LWDB to negotiate approval of a waiver.

Applications for waivers must be submitted to FloridaCommerce via email at WaiverRequest@commerce.fl.gov. FloridaCommerce's Bureaus of One-Stop and Program Support and Financial Management will review waiver requests for completeness and consult with CareerSource Florida to determine if waiver approval should be recommended to the state board.

D. State and Local Monitoring

Services and activities provided under WIOA must be monitored annually for compliance with WIOA requirements by FloridaCommerce. FloridaCommerce will monitor the requirements outlined in this policy and local operating procedures.

LWDBs must establish local fiscal and programmatic monitoring policies and procedures that include, at minimum:

- Monthly assessment of compliance with the state ITA expenditure requirements under the waiver.
- b. The roles of the LWDB and provider staff.
- c. Local monitoring procedures for implementation of the state's policy.

V. REVISION HISTORY

Date	Description
7/1/2024	Issued by the Florida Department of Commerce.
6/18/2024	Revised by CareerSource Florida and the Florida Department of Commerce and approved by the CareerSource Florida Board of Directors.
9/26/2018	Revised and renamed to Individual Training Account Expenditure Requirements and Waiver Request Process and issued by the Florida Department of Economic Opportunity.
6/29/2012	DEO FG-074, Individual Training Account (ITA) Costs Allowable for the 50% Expenditure Requirement, June 29, 2012, issued by the Florida Department of Economic Opportunity.

VI. ATTACHMENTS

Allowable Programmatic Training and ITA Costs Crosswalk

At the June 18, 2024, meeting the State Workforce Board passed changes to Administrative Policy 074 governing a requirement that 50% of all WIOA Adult and Dislocated Worker funds be spent on Individual Training Accounts. The policy requires a submission of a waiver request by September 1, 2024, and prior to July 1 for each year hereafter. (Policy attached) Staff requests authority to submit a waiver that would allow the Board to expend 30% on ITA expenditures for the following reasons:

- There is a lack of demand for training services among those individuals historically targeted for training opportunities due to funding available from other sources.
- 2. The switch to employer-based customized training.
- Funds necessary to maintain operations to provide other non-training activities required by law, rule, or state policy.

Allowable Programmatic Training and ITA Costs Crosswalk For WIOA Adult and Dislocated Worker Programs

	Add-Up Cost		NonAdd-Up	Name of Mondadd In Cost Category
Activities	Category	Cost Category	Cost Category	Logo do como d
	Training	Federal ITA	State ITA	State ITA
Direct Training Services				
1) Occupational Skills Training (ITA), including training for non-traditional employment	Yes	Yes	Yes	Occupational Skills Training
2) Supportive services required for participation in a training program, including but not limited to: books; mandatory fees, equipment, tools; supplies; uniforms and shoes/boots; transportation necessary to attend training; drug tests, physicals, eye exams, immunisations; background checks; application, graduation, and GED fees; credential, license or earning fees; lodging (when a part of the cost of attending out of area); availiance and environmentary fees; creations with distribilists to noticipate in training out of area);	Yes	Yes	Ň	Supportive Services
3) On-the-Job Training (OTT)	ě	Yes	ķ	Other WIOA Specified Training
4) Incumbent Worker Training	Yes	Yes	Yes	Other WIOA Specified Training
 Programs that combine workplace training with related instruction, which may include cooperative education programs 	Yes	Yes	Yes	Other WIOA Specified Training
6) Training programs operated by the private sector	Yes	Yes	Yes	Other WIOA Specified Training
7) Skill upgrading and retraining	Yes	Yes	Yes	Other WIOA Specified Training
8) Entrepreneurial training	Yes	Yes	Yes	Other WIOA Specified Training
 Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training. 	Yes	Yes	Yes	Other WIOA Specified Training
10) Registered Apprenticeship Programs	Yes	Yes	Yes	Other WIOA Specified Training
11) Industry Recognised Apprenticeship Programs	Yes	Yes	Yes	Other WIOA Specified Training
12) Job readiness training provided in combination with the training services described above or with transitional jobs	Yes	Yes	Yes	Other WIOA Specified Training
13) Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services provided in any of the above (Includes: General Education Development/High School Equivalency Tests)	Yes	Yes	Yes	Other WIOA Specified Training
Owner Services				
Basic Career Services	No	No	No.	N/A
Individualized Career Services (that are not Work Experience, Internship or Transitional Jobs)	No	No	No	N/A
Work Experience	No.	oN :	ม	Work Experience and Internships
Internation	No.	9	<u>u</u> ,	work experience and internships
Iranstronal Jobs with no provision for training	No	No	N V	Work Experience and Internships N./A
Career Services - Staff and Related Program Costs	2	2	2	t in
Training Program Management	No	No	Yes	Training Program Management
Training Case Management	No	No	Yes	Training Case Management
Allocated Share of costs in support of training program and case management (does not include administrative costs)	No	No	ř	Allocated between Training Program Management and Training Case Management
Career Services - Supportive Services (services not included in #2 under Direct Training Services)				
Assistance with transportation	No	Νo	Νo	N/A
Assistance with child care and dependent care	No	No	No	N/A
Linkages to community services	No	No	No	N/A
Assistance with housing	No	No	No	N/A
Prerequisites to enter a training program (e.g., TABE)	No	No	No	N/A
Needs related payments	No	No	οN	N/A
Reasonable accomposations for individuals with disabilities	No.	oN :	oN :	N/A
Referrals to healthcare	No	No.	o :	N/A
Lega zervices	No	No	og :	N/A
Other supportive services to allow participants to engage in career services leading to employment	No	No	No	N/A

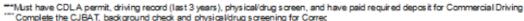
LOCAL TRAINING PROVIDERS AND PROGRAMS - PY 2024-2025

PRIOR to applying for WIOA training assistance:

*Applicants must complete ALL enrollment requirements at the training institution.

IT IS THE TRAINEE'S RESPONSIBILITY TO ENSURE THE SE ARE MET

^{**}Please review additional requirements noted for select program



Complete the background check and physical as required by the training provider/program

Must have official letter of acceptance for the training program

Per Florida Statute, there are NO tuition fees for Registered Apprenticeship participants. Only the cost of tools, books, and materials needed for the trade are to be paid.

The 2024-2025 Regional Demand Occupation's List can be used as a reference for training based on local demand. Staff must seek permission from management.

Program Approved Provider / Training Program Occupation Code Lenath Degree Chipola College * 3094 Indian Circle, Marianna, FL 32446 * (850) 526-2761 Advanced Manufacturing & Production Technology 51-1011 600 hours Vocational Certificate 1800 hours - all Automotive Service Technology (local demand) 49-3023 Vocational Certificate Building Construction Technologies 49-9071 1050 hours Vocational Certificate Business Administration 11-1021 60 credit hours Bachelor of Science Degree Certified Nursing Assistant 31-1014 120 hours Vocational Certificate Computer Information Technology 15-1121 60 credit hours Associate of Science Degree Correctional Officer 420 hours Vocational Certificate 33-3012 Crossover from Correctional Officer to Law Enforcement 515 hours Vocational Certificate 33-3051 Crossover from Law Enforcement to Correctional Offficer 33-3012 172 hours Vocational Certificate Engineering Technology 13.1199 60 credit hours Associate of Science Degree Firefighter (must also have certification as Paramedic/EMT) 33-2011 450 hours Vocational Certificate Fire Science Technology 33-1021 80 credit hours Associate of Science Degree 19 credit hours Help Desk Support Technician 15-1151 College Credit Certificate 60 credit hours Associate of Science Degree Industrial Management Technology 11-1021 IT Support Specialist 15-1151 28 credit hours College Credit Certificate 770 hours Law Enforcement Officer 33-3051 Vocational Certificate Network/Cyber Security 15-1142 60 credit hours Associate of Science Degree Network/Cyber Security 15-1142 31 credit hours College Credit Certificate Network Server Administration 15-1142 60 credit hours Associate of Science Degree Network Server Administration 15-1142 25 credit hours College Credit Certificate Network Support Technician 15-1152 21 credit hours College Credit Certificate Nursing (RN) 29-1141 72 credit hours Associate of Science Degree Paramedic/Emergency Medical Technician (EMT) 29-2041 300 clock hours Vocational Certificate Welding Technology 51-4121 1050 hours Vocational Certificate 750 hours Vocational Certificate Welding Technology Advanced 51-4121 Florida Panhandle Technical College *757 Hoyt Street, Chipley, FL 32428* (850) 638 43-1011 1050 hours Vocational Certificate Applied Cybers ecurity 15-1142 750 hours Vocational Certificate 600 hours Applied Information Technology 15-1122 Vocational Certificate Carpentry 47-2031 1200 hours Vocational Certificate Commercial Vehicle Driving/Class A w/ Tanker Endorsement 320 hours 53-7051 Vocational Certificate Commercial Vehicle Class B Driving Construction Vehicle Technician 47-2073/53-3033 600 hours Vocational Certificate Correctional Officer*** 33-3012 420 hours Vocational Certificate Crossover from Correctional Officer to Law Enforcement 33-3051 489 hours Vocational Certificate

CareerSource

	<u>33-3014</u>		172 hours	Vocational Certificate
ı	49-3031		1050 hours	Vocational Certificate
Diesel Systems Technician I				
	49-3031		750 hours	Vocational Certificate
Diesel Systems Technician II				
<u>Drafting</u>	17-3011		1500 hours	Vocational Certificate
Electrician	47-2111		1500 hours	Vocational Certificate
Heavy Equipment Operations Technician	47-2073		1200 hours	Vocational Certificate
Florida Law Enforcement Academy	33-3051		770 hours	Vocational Certificate
Graphic Design/Digital Media/Multimedia Design	27-1014		1050	Vocational Certificate
Medical Administrative Specialist	43-1011		1050 hours	Vocational Certificate
Network Support Services	15-1142		1050 hours	Vocational Certificate
Network Systems Administration	15-1142		1050 hours	Vocational Certificate
Patient Care Technician	29-2099		600 clock hours	Vocational Certificate
Phlebotomy	31-9097		165 hours	Vocational Certificate
Practical Nursing	29-2061		1350 hours	Vocational Certificate
Welding Technology	51-4121		1050 hours	Vocational Certificate
Welding Technology Advanced	51-4121		750 hours	Vocational Certificate
Florida Deputy Sheriff's Association, 2617 Mahan Drive, Tallah	hassee, FL 32309418	350) 877	7-2165	
Florida Law Enforcement Academy - Registered	33-3051		410 Classroom	Vocational Certificate
Apprentices hip			hours plus	Completion of Apprentices hip
			supplemental	Certificate
			instruction	
FleetForce Trucking at Northwest Florida State College, 100 0	College Blud E. Nice	válla El	3.42579 (950) 77	2.4225
recervice indicking as northwest riorida state conege, 100 c	College DIVA. C., NICE	ville, F	L 34237 0 (030) 7 7	-4200
Commercial Vehicle Driving/Class ACDL	49-0205		160 hours	Vocational Certificate
Commercial Vehicle Driving/Class BCDL	49-0205		40 hours	Vocational Certificate
_				
2 K2 1 2 K 2 K 2 K 2 K 2 K 2 K 2 K 2 K 2				
Gulf Coast State College, 5230 W. Highway 98, Panama City, I	FL 32401 (850) 769-1	551		
LPN to ADN Transition	29-1141		73 credit hour	A.S. Degree in Nursing
Lively Technical Center, 500 N. Appleyard Drive, Tallahassee,	El 22209/950\/97.	7EEE		
Lively rediffical center, 500 N. Appreyard Drive, rallanassee,	FL 32300 (000) 407	7000		
Medical Assisting	31-9092		765 hours	Vocational Certificate
Nursing Assistant	31-1131		165 hours	Vocational Certificate
Patient Care Technician	31-1014		600 hours	Vocational Certificate
Phletobotomy Practical Nursing	31-9097 29-2061		165 hours 1350 hours	Vocational Certificate Vocational Certicate
Welding Technology	51-4121		1050 hours	Vocational Certificate
Welding Technology Advanced	51-4121		750 hours	Vocational Certificate
ı I				
Tampa Truck Driving School, 6193 Jensen Road, Tampa, FL ((813) 405-0055			
Tampa Truck Driving School, 6193 Jensen Road, Tampa, FL ((813) 405-0055			
Tampa Truck Driving School, 6193 Jensen Road, Tampa, FL (Commercial Vehicle Driving	(813) 405-0055 49-0205		185 hours	Vocational Certificate
			165 hours	Vocational Certificate
			165 hours	Vocational Certificate
Commercial Vehicle Driving	49-0205		165 hours	Vocational Certificate
Commercial Vehicle Driving	49-0205		165 hours	Vocational Certificate
Commercial Vehicle Driving Wallace College, 1141 Wallace Drive, Dothan, AL 36303 (334)	49-0205 556-68233			
Commercial Vehicle Driving Wallace College, 1141 Wallace Drive, Dothan, AL 36303 (334) Air Conditioning & Refrigeration	49-0205 556-68233 49-9021		1530 hours	Vocational Certificate
Commercial Vehicle Driving Wallace College, 1141 Wallace Drive, Dothan, AL 36303 (334) Air Conditioning & Refrigeration Applied Engineering Technology (Industrial Systems Tech)	49-0205 556-68233 49-9021 49-9041		1530 hours 1455 hours	Vocational Certificate Vocational Certificate
Commercial Vehicle Driving Wallace College, 1141 Wallace Drive, Dothan, AL 36303 (334) Air Conditioning & Refrigeration	49-0205 556-68233 49-9021		1530 hours	Vocational Certificate

Pre-Apprentice Electrical Lineworker	49-9051	280 hours	Vocational Certificate
LPN to RN Mobility (Associate Degree Nursing)	29-1141	1050 hours	Vocational Certificate
Welding Industrial	51-4121	144 hours	Vocational Certificate
Annoyed Training Providers/Prov			

CAREERSOURCE CHIPOLA PROGRAM YEAR (PY) 2024-2025 TARGETED OCCUPATIONS LIST/ELIGIBLE TRAINING PROVIDERS

BOARD ACTION REQUIRED

Background:

The Workforce Innovation and Opportunity Act (WIOA) requires the Governor, through CareerSource Florida, to establish criteria, information requirements, and procedures regarding the eligibility of providers of training services to receive funds under WIOA for the provision of training services in local workforce areas of the State. CareerSource Chipola's (CSC's) Demand/Targeted Occupations List is developed in conjunction with the local area educational agencies and employers to meet this requirement. This list is used to identify occupations for which eligible adults, dislocated workers, and youth can receive training funds and gain access to employment opportunities. The list is considered a beginning point for established demand occupations. Based on guidelines, CareerSource Chipola customers can also select occupations listed on the state issued 2024-2025 Regional Demand Occupations List which includes occupations statewide.

In late Spring each year, the Targeted Occupations List is issued by FloridaCommerce and the list indicates occupations that were added to the list and those that were dropped from the list compared to the previous year. Due to time constraints between the issuance of the information and the amount of time to review and prepare the new list, the Board approved the continued use of the PY 2023-2024 until the updated list could be completed. The process is finished and therefore, the staff is requesting to use the PY 2024-2025 moving forward.

<u>Staff Recommendation:</u> Approve the continued use of 2024-2025 Targeted Occupations List.

Action Required by Board: Approve the 2024-2025 Targeted Occupations List for use by staff.



CareerSource Chipola One-Stop Operator (OSO) Quarterly Review PY 2023-2024 Fourth Quarter *WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) BACKGROUND

(*Located at the End of this Report)

Date of Report Forwarded to CareerSource Chipola: June 24, 2024

One-Stop Career Center: 4636 Highway 90, Marianna, Florida 32446

Date of Unannounced One Stop Center on Site Review: June 13, 2024

Conducted by <u>Linda Sumblin, CareerSource Chipola contracted One-Stop</u> <u>Operator</u> Consultant

An unannounced onsite review was conducted by the One- Stop Operator (OSO) on June 13, 2024 at the CareerSource Chipola One-Stop Marianna Center. The purpose of the review was to assess the effective delivery of applicable services across program lines and with other organizations as required by WIOA (Workforce Innovation and Opportunities Act)

CareerSource Chipola Staff Met by One-Stop Operator on June 13, 2024:

- Debby Wood, Director of Programs and Centers
- · Tabetha Basford, Administrative Specialist

As identified by the US Department of Labor and Florida Department of Labor, the OneStop areas of the OSO review included:

- · Flow of Services
- Hours of Operation
- Partner Memorandum of Basic Services Available

- Program Understanding Delivery
- Effectiveness
- OSO General Comments.

CareerSource Chipola – One-Stop Operator PY 2023-2024 4th Quarter Review Summary of Review

Flow of Services

CSC is a partner of the US Department of Labor American Job Centers and CareerSource Florida established under the Workforce Investment Act and reauthorized in the Workforce Innovation and Opportunities Act of 2014, which is designed to provide a full range of assistance to job seekers under one roof. CSC broadly identifies as member of the American Job Center Network as required. CSC offers training referrals, career counseling, job listings, and similar employmentrelated services to job seekers and the business community as outlined in detail below.

The CareerSource Center delivery of services hours extended to the public are clearly noted at the main entrance and can be found via the CareerSource Chipola website. In addition to the CSC services offered onsite, the services can be accessed via the website 7 days/24 hours at careersource-chipola.com. Holiday Closure (*including "Closed on State Holidays*) is posted via CareerSource Chipola website, multi social media avenues, entrance of facility, and visually displayed in One Stop Center.

The CSC One-Stop Center staff assisting customers with program information/delivery are knowledgeable of local, state, and federal CSC services. Each of the CSC staff observed by the OSO were extremely professional and considerate with co-workers and customers.

As the universal customer enters the One-Stop Center (with customer entrance limitations), customers are directed to the Atlas registration/sign-in system The OSO noted that CSC staff have the expertise to design, administer and deliver all workforce development activities and have demonstrated the ability to adapt and conform to changes in policy, practices, and priorities to meet local community and the universal customer-based needs. The One-Stop Center continues to utilize the ATLAS electronic filing system that provides access to case files and customer activity information through the internet. The electronic system allows staff to engage customers and provide services. Both virtual and center-based service delivery for job seekers, workers, and employers support the talent needs of the regional economy. In addition, the Atlas system allows the CSC to track customer services as well as "waiting time for CSC services" for monitoring of delivery of services.

In addition to the onsite workshops, virtual workshops are also extended to registered users by logging in with assigned kiosk login. All workshops are open to the public and are offered free of charge. The following workshops are available on-line:

- Setting Goals
- · Stress & Time Management
- Employ Florida Marketplace
- Dress with Confidence
- Resume Skills
- Interview with Enthusiasm
- Improving Your Memory
- Financial Planning
- Employ Florida Marketplace

During the OSO 4th Quarter onsite review, it was noted that the Center service delivery system for CSC customers was well thought out and established to meet the goals of the customers.

Flow of Services Comments:

No suggestions/concerns noted.

CareerSource Chipola Marianna One-Stop Center - Hours of Operation

The following notice is posted via the Career Source Chipola website, social media platforms, and multi locations at the Center:

Hours of Operation: Monday – Friday 8:00 AM – 5:00 PM Closed on State Holidays

In addition to the CSC services offered onsite, the services can be accessed via website 7 days/24 hours at <u>careersourcechipola.com</u>.

Also posted on the CareerSource Chipola website and Center, "Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711".

Hours of Operation Comments:

No suggestions/concerns noted.

Basic Services Available/Program Delivery

CSC Marianna One-Stop Career Center offers a wide range of *job seeker and employer* services including job postings, local and statewide Labor Market Information (LMI), and skill-based job matching available online at Employ Florida Marketplace (EFM) - www.employflorida.com. As noted in the WIOA Legislative Required Partners matrix below, CareerSource Chipola has established program service delivery methods for requirement WIOA partners. The CSC program systems and partner relationships are well developed and internally reviewed ongoing for enhancement and growth. CSC is to be acknowledged for their positive partnerships and performance outcomes.

Additional (but not limited to) resources/referrals CSC extends (as noted in the CSC Center and CSC website):

- Chipola College
- Florida Panhandle Technical College
- Opportunity Florida
- · Vocational Rehabilitation
- · Tobacco Free Florida

It is also clearly noted at CareerSource Chipola facilities and website the following:

A proud Partner of the American **Job**Center network

CareerSource Chipola is an equal opportunity employer/program. Auxiliary aids ans services are available upon request to individuals with disabilities. All voice telephone numbers listed on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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Program Delivery Comments:

No suggestions/concerns noted.

Memorandum of Understandings (MOU)

As noted in prior OSO reports, the Basic elements/description of services as outlined in legislation of the MOU is included with the CSC MOU's:

- Method/s for referring individuals
- Duration/Procedures of MOU

- · Resolution of MOU Disputes
- · Cost Sharing

A matrix (identifying entity delivery services; MOU execution date; and method of delivery of services) of the required WIOA MOU's is noted below.

As shared, there have been no edits to the currently executed CSC MOU's.

Memorandum of Understandings (MOU) Comments

No suggestions/concerned noted.

Effectiveness

One of the outlined elements in WIOA legislation for OSO to review the Center "Effectiveness" as defined below.

The CSC OSO based the Effectiveness ranking of the program/delivery of Center services on a Scale of 1-10 with ten being top performance). Three areas of Effectiveness ranked as defined in the WIOA legislation:

1) Provider job seekers with skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families.

- Provide access and opportunities to job seekers, including individuals with barriers to employment.
- 3) Enable business and employers to easily identify and hire skills workers.

CareerSource Chipola One Stop Operator Effectiveness Comments

As a result of the 2023-2024 4th Quarter One-Stop Operator review as outlined, the One-Stop Operator ranked the current Effectiveness for the CareerSource Chipola at 9.5 out of a ranking of 10.0.

General Comments

During the OSO onsite visit, the 2023-2024 LWDB 3 State Programmatic and Financial Monitoring program review was on the last day of their review. NOTE: The final LWDB 3 2022-2023 State monitoring report has not been fully received by LWDB 3 staff hindering program oversight information.

The OSO observed all LWDB 3 staff were attentive and responsive to the current State monitoring review while maintaining excellent customer service to the LWDB customers (both adult and youth).

A group of one of the LWDB 3 2024 Summer Youth Program sites was at the LWDB 3 locations that was visited by OSO and was able to observe part of the session. It was noted by the OSO that all youth attendees were extremely engaged in the session and asked applicable questions. The LWDB 3 session staff demonstrated professionalism and were fully prepared to share employment information to the attendees. Excellent job to all the LWDB 3 involved with the Summer Youth program coordination and delivery of the successful program.

The following Department of Economic Opportunity (DEO) Communiques, Administrative Policies, or Memorandums posted following the start of the 4th Quarter, PY 2023-2024. It is noted that all DEO Policies/Communiques/Memorada's are being reviewed/implemented by the CSC leadership team as published by the State.

Administrative Policies - No Communiques noted for the 2023 -2024 4th Quarter.

Communiques - No Communiques noted for the 2023 -2024 4th Quarter.

Memoranda (General Information) Noted: Short period of time from the State training/information date to July 1st implementation requirement)

- June 19, 2024 House Bill 1267 Implementation Training scheduled for 6/25/2024 and 6/26/2024 which is effective July 1, 2024.
- June 18, 2024 Provider Training Portal Training.
- June 14, 2024 Workers Compensation Coverage

May Unemployment Data as provided by Florida Commerce on June 21, 2024

The unemployment rate in the CareerSource Chipola region (Calhoun, Holmes, Jackson, Liberty, and Washington counties) was 3.4 percent in May 2024. This rate was 0.4 percentage point greater than the region's year ago rate of 3.0 percent.

The region's May 2024 unemployment rate was 0.4 percentage point above the state rate of 3.0 percent. The labor force was 42,613, up 137 (+0.3 percent) over the year. There were 1,429 unemployed residents in the region.

Holmes County had the lowest unemployment rate (3.2 percent) in the CareerSource Chipola region followed by Washington County (3.3 percent), Jackson County (3.4 percent), Calhoun County (3.5 percent), and Liberty County (3.6 percent).

Employment by industry in the CareerSource Chipola region totaled 30,209 jobs in December 2023 (the latest available data). CareerSource Chipola region's employment increased by 749 jobs (+2.5 percent) over the year.

It is the opinion of the Chipola CareerSource contracted One-Stop Operator based on legislative review that the Chipola CareerSource Board and staff are acknowledge and have and/or implementing the goals and format of the One-Stop-Operator requirements as set forth in the Workforce Innovation and Opportunity Act (WIOA) Section 121 subsection (e) according to PUBLIC LAW 113-128—JULY 22, 2014 (WIOA) Sec. 121(d)(2)(A), Federal Regulation 29 U.S.C. §§ 3151 (d) One-Stop operators.

Linda Sumblin

June 24, 2024 Date

Linda Sumblin, One-Stop Operator

Following Attachments:

- 1 Workforce Innovation and Opportunity Act (WIOA) Background* (No updates during the 20324- 4th
- 2- CareerSource Chipola Memorandum of Understandings Status*(No updates during the 20324- 4th Quarter)

Attachment 1

*WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) BACKGROUND

Under the Workforce Innovation and Opportunity Act (WIOA), the vision for one-stop career centers is characterized by providing excellent customer service to job seekers and employers, customercentered service delivery, and continuous improvement. As defined by Florida guidance, identified One-Stop Centers should strive to assure quality services are being delivered in the most efficient and effective ways possible, through full integration and coordination of one-stop career center partners and resources to support seamless service delivery.

Workforce Innovation and Opportunity Act (WIOA)	The goals and format of the One-Stop-Operator are set out in Workforce Innovation and Opportunity Act (WIOA) Section 121 subsection (e) according to PUBLIC LAW 113–128—JULY 22, 2014 (WIOA) Sec. 121(d)(2)(A), Federal Regulation 29 U.S.C. §§ 3151 (d) One-Stop operators.
One-Stop Operator Role and Responsibilities	As outlined and agreed by both parties (CSC and OSO) the 2017-2018 executed OSO contract, was renewed on June 10, 2019, for an additional one-year term for delivery of outlined One-Stop Operator Services for the period PY 2019-2020. The renewed OSO was based on performance, business needs and the availability of funds. As outlined by legislation, the Local Board defines the role and responsibilities of One-Stop career center operators in its local area. The Local Board may vary roles and responsibilities for career centers within its local area. As defined by CareerSource Chipola and agreed by OSO Contractor for this review as: Conduct program year 20192020 quarterly unannounced visits to the Marianna Career Center. Within thirty (30) days of the visit provide a report indicating if the Marianna Career Center is effectively delivering services across program lines and with other organizations as required by WIOA. If it is determined the Center is not effectively providing services, the report must include recommended actions to be undertaken at the Center to correct any issues. Additionally, as part of the required report, the Contractor may include comments on best practices or suggestions for improvement.

CareerSource Chipola Background	The Chipola Regional Workforce Development Board, Inc., dba CareerSource Chipola is the administrative entity/grant recipient for the region (serving Calhoun, Holmes, Jackson, Washington, and Liberty Counties). The Chipola Regional Workforce Development Board, Inc., dba CareerSource Chipola has operated as the fiscal agent and administrative entity since 1996 as approved in the approved Interlocal Agreement.
	The CareerSource Chipola One-Stop and satellite locations are located to population centers, governmental buildings and shopping centers making them convenient locations for most customers. Centers are connected by a wide area network that spans the three locations providing e-mail, Internet access, state systems access, case management, and data/print sharing. The ATLAS electronic filing system provides access to case file and customer activity information through the internet. This electronic system allows staff(s) at any location to engage customers and provide services. Both virtual and center-based service delivery for job seekers, workers, and employers support the talent needs of the regional economy.
Contracted CareerSource Chipola One-Stop Operator Linda Sumblin, Contractor Execution Date of Renewed Contract: June 10, 2019	Credentials: Linda Sumblin was formerly employed with the CareerSource Okaloosa Walton since Board inception in 1996. She was named Executive Director October 2011. Prior to being named the Executive Director, Linda served in many areas for the Board including the Chief Operating Officer/Assistant Director. Linda's career in workforce development began in January 1989 when she joined the Private Industry Council, the predecessor governing board for job training.
	As initial contracted OSO for the period July 1, 2017, through June 30, 2018 (with a 2-year renewal as agreed by both parties). Linda Sumblin has declared no conflict of interest with any entities of CareerSource Chipola (Board, staff, or partners) and that firewalls have been established to ensure conflict of interest policies and procedures are adhered.
	It is understood and agreed that the One-Stop Operator cannot assist in the development, preparation, and submission of local plans; and that they cannot manage or assist in the competitive process for selecting operators or select or terminate One-Stop Operator, Career Services and Youth Providers.

Attachment 2

*CareerSource Chipola Memorandum of Understandings
NOTE: NO Changes in the MOU's during the One-Stop onsite review. *Denotes WIOA Legislative Required Partners

Program	Agency Delivering Services	MOU Date Executed (or latest Addendum)	On Site Delivery of Services/ Delivery of Referral Services
*Title I – Adult	CareerSource Chipola	Cooperative Agreement with Department of Economic Opportunity	On Site
*Title I – Dislocated Worker	CareerSource Chipola	Cooperative Agreement with Department of Economic Opportunity	On Site
*Title I – Youth	CareerSource Chipola	Cooperative Agreement with Department of Economic Opportunity	On Site
	Calhoun School Board	Calhoun School Board- 8/14/2017	
*Title II – Adult Education and Literacy Act	Holmes School Board	Holmes School Board - 9/14/2016	
	Jackson School Board	Jackson School Board – 3/15/2016	Electronic/
	Liberty School Board	Liberty School Board - 6/07/2016	Direct Referral
	Washington School Board	Washington School Board – 8/14/2017	
	Florida Panhandle Technical Center (Washington-Holmes Technical Center)	Florida Panhandle Technical Center August 14, 2017	
*Title III - Wagner Peyser Employment Services	CareerSource Chipola/Department of Economic Opportunity (Jointly Managed)	Cooperative Agreement with Department of Economic Opportunity	On Site
*Title IV – Vocational Rehabilitation	Vocational Rehabilitation	February 2, 2017	Electronic Referral
	Division of Blind Services	December 16, 2016	
*Title V – Older American Act (SCSEP)	National Caucus and Center on Black Aged, Inc. (SEP)	May 15, 2016 Cost Sharing with In-Kind Staffing Support	On Site
*Veterans Employment and Training Services Under Chapter 41 of Title 38, U.S.C.	CareerSource Chipola/Department of Economic Opportunity (Jointly Managed)	Cooperative Agreement with Department of Economic Opportunity	On Site
*Trade Adjustment Assistance Act (TAA) NAFTA Assistance Activities	CareerSource Chipola	Master Agreement with Department of Economic Opportunity	On Site

*Unemployment Insurance (Note: CareerSource Chipola extends "reemployment assistance)	Department of Economic Opportunity (No DEO staff onsite to extend UI assistance)	Master Agreement with Department of Economic Opportunity	Electronic/ Telephone Referral
*Temporary Assistance For Needy Families (TANF)	CareerSource Chipola Healthy Families North Florida	Cooperative Agreement with Department of Economic Opportunity (Funded by DCF) Department of Children and Family Services – November 9, 2016 Healthy Families North Florida – April 11, 2017 (Cost Sharing Cooperative)	On Site Referral
Program	Agency Delivering Services	MOU Date Executed (or latest Addendum)	On Site Delivery of Services/ Delivery of Referral Services
Post Secondary	Chipola College Florida Panhandle Technical Center (Washington-Holmes Technical Center)	Chipola College – 10/13/2016 Updated 1/2021 Florida Panhandle Technical Center*– 8/14/2017	
Vocational Education under Carol Perkins Career and Technical Education (CTE)	Calhoun School Board Holmes School Board	Calhoun School Board- 8/14/2017	Electronic/ Direct Referral
	Jackson School Board	Holmes School Board* – 9/14/2016	
	Liberty School Board	Jackson School Board – 3/15/2016	
	Washington School Board	Liberty School Board – 6/07/2016	
		Washington School Board*- 8/14/2017 *Multi-MOU's for varying programs	
		identified	
*Job Corps	Department of Economic Opportunity	Cooperative Agreement with Department of Economic Opportunity	Electronic/ Direct Referral
*Community Services Block Grant (CSBG)	Tri-County Community Council	Tri-County - May 17, 2016	Electronic Referral
	Capital Area Community Action Agency	Capital Area Community Action Agenda - May 17, 2017	

*HUD Employment Programs			
(U.S. Department of Housing and Urban	Tri-County Community Council	May 17, 2016	Electronic/
Development)			
Development)			Telephone
			Referral
*Migrant and *Seasonal	Department of Economic	Cooperative Agreement with Department of	Electronic
Farm Worker	Opportunity	Economic Opportunity	Referral
*Native American	Department of Economic	Cooperative Agreement with Department of	Electronic
Program (Tribes, Tribal	Opportunity	Economic Opportunity	Referral
Organization, Native	(No known sector population		
Hawaiians)	identified in Area		

Committee Membership

Executive 2024/2025	Finance 2023/2024	Program 2023/2024	Youth 2023/2024
Donnie Read, Chair	Travis Ephriam, Chair	Debbie Kolmetz, Chair	Travis Ephriam, Chair
Tracy Andrews, Vice- Chair	Tracy Andrews	Dr. Sarah Clemmons	Mary McKenzie
Janice Sumner, Calhoun	Donnie Read	Keith Sutton	Janice Sumner
Debbie Kolmetz, Holmes	Sandy Spear	Raymond Russell	Bryan Lee
Travis Ephriam, Jackson			
Johnny Eubanks, Liberty			
David Corbin, Washington			

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210

CLASSIFICATION	_
Veterans	
CORRESPONDENCE SYMBOL	_
OWI-DASG	
DATE	_
August 13, 2024	

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 03-24

TO: STATE WORKFORCE AGENCIES

STATE WORKFORCE ADMINISTRATORS

STATE WORKFORCE LIAISONS

STATE AND LOCAL WORKFORCE BOARD CHAIRS AND DIRECTORS

STATE LABOR COMMISSIONERS

AMERICAN JOB CENTERS

FROM: JOSÉ JAVIER RODRÍGUEZ

Assistant Secretary

SUBJECT: Jobs for Veterans' State Grants (JVSG) Program Reforms and Roles and

Responsibilities of American Job Center (AJC) Staff Serving Veterans

- Purpose. This Training and Employment Guidance Letter (TEGL) transmits Veterans Program Letter (VPL) 05-24, Jobs for Veterans State Grants Staff Roles and Responsibilities, and Coordination with Workforce Innovation and Opportunity Act Services to Veterans, jointly developed by the Employment and Training Administration (ETA) and Veterans' Employment and Training Service (VETS). VPL 05-24 clarifies JVSG statutory duties, roles, and responsibilities such staff are expected to perform and discusses relationship between JVSG and other programs within the workforce system. Additionally, the guidance is designed to update state workforce professionals about AJC staff roles with JVSG. It emphasizes statutory duties and describes staffing flexibilities available to states to meet their JVSG responsibilities while maximizing the integration of services and collaboration of partners in the AJCs.
- 2. Action Requested. The following actions are requested:
 - Read this guidance and VPL 05-24.
 - Update policies and standard operating procedures to align AJC staff and processes with the requirements outlined in this guidance and VPL 05-24.
 - Consult with the appropriate Department of Labor (DOL) regional office if technical assistance is needed.

3. Summary and Background.

 Summary – This TEGL shares VPL 05-24, developed by VETS in consultation with ETA, that outlines the roles, responsibilities, and duties of JVSG staff, emphasizing

RESCISSIONS	EXPIRATION DATE
TEGL 19-13	Continuing

- statutory duties and staffing flexibilities to maximize integration of services and collaboration within the workforce development system and AJCs.
- b. Background The Department is committed to serving transitioning service members, veterans, and their families by providing resources to assist and prepare them to obtain meaningful careers and to maximize their employment opportunities. DOL's commitment is an important part of fulfilling our national obligation to the individuals who have served our country.

Veterans and other covered persons receive priority of service for all employment and training programs funded in whole or in part by DOL in accordance with 38 U.S.C. § 4215, 20 C.F.R. Part 1010, and 20 C.F.R. Part 680.650. Many of these programs are operated by the nearly 2,300 AJCs that support the nation's workforce system. Grants administered by DOL serve eligible participants through numerous programs, such as Workforce Innovation and Opportunity Act (WIOA) title I programs, the Wagner-Peyser Act Employment Service (ES) and WIOA title III, the JVSG program, and the DOL Employment Workshop (DOLEW) portion of the Transition Assistance Program under 10 U.S.C. § 1144. The ETA and VETS provide priority of service implementation policy guidance in TEGL 10-09, Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL), and VPL 07-09, Implementing Priority of Service for Veterans Funded in Whole or in Part by the U.S. Department of Labor. This guidance does not affect the priority of service requirements.

The JVSG program provides formula grants to states and certain territories, enabling them to hire dedicated staff to provide individualized career and training-related services to eligible veterans and eligible persons with employment barriers and to assist employers in fulfilling their workforce needs with job-seeking veterans. JVSG is a required partner program under WIOA section 121(b)(1), and JVSG services are accessible through every comprehensive AJC.

The VPL clarifies JVSG staff's statutory duties to ensure that 1) eligible participants receive the best combination of services; 2) Disabled Veterans' Outreach Program (DVOP) specialists devote more time to provide individualized career services to those most in need under 38 U.S.C. § 4103A; and 3) Local Veterans' Employment Representatives (LVER) conduct targeted outreach to assist employers in fulfilling their workforce needs with job-seeking veterans.

The VPL also addresses the respective roles and responsibilities of JVSG staff and WIOA-funded program staff in continuing to provide quality services to veterans on a priority basis. VETS and ETA jointly developed Section IX of VPL 05-24, AJC Staff Roles in JVSG. This TEGL highlights that section for ETA grantees and incorporates VPL 05-24 for grantee knowledge and awareness of the requirements applicable to JVSG and DVOP and LVER staff. Throughout this guidance, the term "AJC staff" refers to any DOL-funded program staff who work in an AJC other than those funded by JVSG.

4. <u>AJC Staff Roles in JVSG</u>. This section highlights the areas of the VPL critical to coordination with AJC staff and JVSG staff. Since JVSG is a required partner program under WIOA, AJC staff play an important role in the JVSG program.

AJC intake staff determine the service needs of incoming customers and screen them for eligibility and referral to appropriate program staff for services. This section describes AJC staff responsibilities with respect to JVSG.

- a. AJC Staff Services to Veterans. AJC intake staff must refer veterans and covered persons who are not eligible for, or who do not want or need, DVOP specialist services to other workforce programs, as appropriate. ETA and VETS will continue to collaborate with states to ensure that these individuals receive seamless and optimal priority of service, and we encourage a similar collaboration among state grantees and local areas.
- b. Screening and Referring Customers. Appropriate initial screening can enhance customers' experience by ensuring they are initially referred to the program(s) best positioned to meet their needs. In carrying out states' JVSG programs, this screening also helps ensure that DVOP specialists deliver individualized career services to eligible customers as required by statute. Where a DVOP specialist is available to accept a new customer, each incoming customer must be screened and referred in accordance with this section.
 - i. Identify Customer's Interests and Needs. Not all customers who are eligible for DVOP services are interested in receiving them. Prior to referring a customer to a DVOP specialist, intake staff must affirm the customer's interest in receiving one or more individualized career services. This may be done, for example, by showing a list of available DVOP-provided individualized career services and asking whether they are interested in learning more. A customer who does not need or wish to receive any of these services must not be referred to a DVOP specialist at that time.
- Ascertain Customer's Eligibility. AJC staff must determine whether a customer meets the eligibility criteria described in Section VI.A of VPL 05-24 before referral to a DVOP specialist.
- iii. When a DVOP Specialist is Unavailable. If a DVOP specialist is not immediately available to accept a new participant, the AJC staff should provide appropriate services and referrals to meet the needs of the individual and to satisfy priority of service requirements, as described in VPL 07-09 and TEGL 10-09. AJC staff should inform the customer of the opportunity to make an appointment to see the DVOP specialist and/or be seen by other staff. The eligible customer may choose to make an appointment with the DVOP specialist at any point thereafter, even if they are participating in other workforce development program services.

A DVOP specialist who 1) has a full caseload (as determined by the state); 2) is not present (physically or virtually); or 3) is in a meeting at the moment

- when a customer would otherwise be referred is considered "unavailable" for the purposes of this subsection.
- iv. Department of Veterans Affairs' Veteran Readiness and Employment (VR&E) Program¹ Participants. Because not all VR&E participants are eligible for DVOP services, there is no exception to the screening requirement for VR&E participants. They must be screened for eligibility based on the criteria described in Section VI of VPL 05-24 prior to being referred for DVOP services.
- Documentation. VETS does not require documentation of the participant's eligibility at any point. States must follow ETA's guidance regarding documentation, including:
 - TEGL 23-19 Change 1 for data validation requirements;
 - <u>TEGL 23-19 Change 2 Attachment 1</u> for program-specific instructions and <u>Attachment 2</u> for source documentation and self-attestation guidance; and
 - <u>TEGL 10-23</u> for guidance on balancing the need for documentation with optimizing customers' experience as they navigate the workforce development system.
- vi. Eligibility Screening and Referral through State Management Information Systems. Although this section speaks to the AJC intake staff duties, states may use an online system to screen customers for eligibility for DVOP services and to refer those who are eligible to an available DVOP specialist, subject to the following provisions:
 - Eligibility screening must include ascertaining the customer's interest in receiving individualized career services, as well as the eligibility criteria listed in Section VI of VPL 05-24.
 - States must apply a process to ensure that DVOP specialists do not receive more participant referrals than they have the capacity to serve. This process may be automated based on the DVOP specialist's current caseload, and/or it may include a manual override or intervention function to divert excess referrals to other AJC staff.
- c. Coordination with the Homeless Veterans' Reintegration Program (HVRP). VETS also administers HVRP, which is an employment-focused competitive grant program. HVRP funds are awarded to organizations to assist veterans experiencing homelessness in overcoming employment barriers and finding meaningful employment. VETS encourages HVRP grant recipients to refer participants to the local AJC to take advantage of its full array of employment and supportive services. Not all HVRP participants may be eligible for services from a DVOP specialist due to the different definition of veteran used across the

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VR&E participant eligibility uses the definition of "veteran" found at 38 U.S.C. § 101(2), which does not have a minimum service requirement. Therefore, some VR&E participants do not meet the definition of an eligible veteran.

programs. Each customer must be screened for eligibility prior to referral to a DVOP specialist.

AJC staff and DVOP specialists are encouraged to refer other veteran participants who may be experiencing, or are at risk of, homelessness to local HVRP grant recipients as well, where available. HVRP grantees can be found by using the Find a Grantee search tool.

d. JVSG Staff Integration in the AJC. JVSG program legislation requires that JVSG staff be integrated in states' workforce delivery systems, and WIOA includes JVSG as a required partner program. DOL champions cross-program collaboration and integration as a best practice that leads to the most effective and efficient service delivery to both jobseekers and employers.

Integration Promising Practices. States should develop or update policies and practices such as:

- Supporting DVOP participants through case conferencing, also known
 as integrated case management. In this customer-centered approach,
 cross-program staff meet regularly to discuss each participant's unique
 skills, goals, and needs, collaborating to identify appropriate training,
 service, and employment opportunities.
- Routinely including LVERs in business service team meetings. LVERs bring a veteran-focused approach to employer engagement, and collaboration with the business service representatives empowers them to become force multipliers in this space.
- Requesting periodic updates from LVERs on state or local veteran employment opportunities at internal meetings or training events.
- Requesting other program staff present information at training events for JVSG staff. This practice renews and reinforces DVOP specialists' knowledge of workforce development programs that may be available to their participants.
- Establish and maintain a shared local resource directory for all program staff to use and update.
- Recognize and highlight veteran-friendly local employers at job fairs and other community events and leverage those opportunities to introduce employers and program staff.
- e. DVOP Specialist Roles and Responsibilities. DVOP specialists are required to carry out individualized career services and facilitate placements to meet the employment needs of eligible populations. According to 38 U.S.C. § 4103A(a), DVOPs deliver those services to eligible veterans in the following priority order:
 - First: to special disabled veterans;
 - Second: to other disabled veterans;

 Third: to other eligible veterans in accordance with priorities determined by the Secretary.

DVOP specialists provide basic and individualized career services (see 20 C.F.R. § 678.430) to eligible participants. These services help participants overcome employment barriers and achieve their employment goals. DVOP specialists can serve participants directly as well as by referring them to appropriate resources. These resources may include other workforce development programs and training opportunities and any other in-person or virtual federal, state, and local programs for which the participant may be eligible.

To ensure effective tracking and accountability, DVOP specialists maintain detailed case files for each participant, documenting provided services and referrals. States refer to their respective systems differently; therefore, this guidance will use the term "management information system" (MIS) when referring to the state's system that staff use to document services, case notes, referrals, etc. VETS does not require that states use any specific system. Case files are subject to audits by VETS in accordance with VPL 02--21 or the latest guidance.

This policy provides specific guidance on the definitions and requirements listed above to ensure that DVOP specialists can fulfill these responsibilities in providing individualized career services (in person or virtually, when appropriate) through a case management framework (see Section VI.B. of VPL 05-24) to categories of veterans and other additional populations eligible for DVOP specialist services listed in Section VI.A of VPL 05-24. The eligibility criteria ensure DVOP specialists serve those participants who are most in need of individualized career services and have adequate time to devote services to specialized populations prioritized under 38 U.S.C. § 4103A. DVOP-eligible populations who are not referred to a DVOP specialist must be referred to other workforce programs in accordance with priority of service requirements, as described in VPL 07-09 and TEGL 10-09.

- f. Populations Eligible for DVOP Services. DVOP specialists must limit their activities to providing services to eligible populations who: Are interested in receiving one or more individualized career services, and
 - Meet at least one of the following two criteria:
 - Are defined as an eligible_veteran or eligible person and are experiencing at least one of the qualifying employment barriers defined in Section VI.A.1 of VPL 05-24; or
 - Are members of additional populations eligible for DVOP specialist services as authorized by the current annual appropriations act, as outlined in Section VI.A.2. of VPL 05-24.

- Qualifying Employment Barriers. To receive DVOP services, an eligible veteran or eligible person must affirm that they are experiencing at least one of the following employment barriers:
 - Has a disability, which may include any of the following:
 - Special disabled veteran, defined in 38 U.S.C. § 4211(1) as a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs for a disability rated at 30 percent or more, or rated at 10 or 20 percent in the case of a veteran who has been determined to have a serious employment handicap; or person who was discharged or released from active duty because of a service-connected disability.
 - Disabled veteran, defined in 38 U.S.C. § 4211(3) as a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs²; or a person who was discharged or released from active duty because of a service-connected disability.
 - Other disability. Eligible veterans and eligible persons who selfidentify as having a disability, as defined by the Americans with Disabilities Act, 42 U.S.C. § 12102.
 - Is a Vietnam-era veteran, as defined by 38 U.S.C. § 4211(2) as an eligible veteran any part of whose active military, naval, or air service was during the Vietnam era, as defined by 38 U.S.C. § 101(29).
 - Is a recently separated veteran, defined in 38 U.S.C. § 4211(6) as a veteran who was discharged or released from active duty within the last three years.
 - Has been referred for employment services by a representative of the Department of Veterans Affairs.
 - Is experiencing homelessness, as defined in Sections 103(a) and (b) of the McKinney Vento Homeless Assistance Act (42 U.S.C. § 11302(a) and (b)).
 - Is justice-involved, as defined in WIOA Section 3(38), 29 U.S.C. § 3102(38) (definition of "offender").
 - Is between the ages of 18–24 years of age at the time of enrollment.
 - Is educationally disadvantaged, meaning that the individual lacks a high school diploma or equivalent certificate.

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² An individual who attests to having a disability claim pending with the VA should be considered to have an approved claim for the purposes of determining the qualifying employment barrier. A veteran with a 0 percent rating does not qualify as being "entitled to compensation" within the meaning of the statute.

Is economically disadvantaged, which means any of the following:

Meets the definition of a low-income individual in WIOA Section 3(36), 29 U.S.C. § 3102(36).

Unemployed.

Heads of single-parent households containing at least one dependent child.

Note: An eligible person must personally meet eligibility criteria. In other words, they must both: a) meet the definition found in 38 U.S.C. § 4101(5), and b) be experiencing at least one of the criteria listed above (e.g., homeless, justice-involved, etc.). An eligible person who is not a veteran may not claim eligibility for DVOP services based on their spouse's status as, for example, a Vietnam-era veteran.

- ii. Additional Populations. Annual appropriations acts may authorize JVSG staff to serve certain non-veteran populations. Continued service to these individuals is contingent upon future appropriations act authorization. States are responsible for consulting with the DVET and reviewing the appropriations act each year to ensure DVOP specialists are serving only eligible populations. At the time of publication of this VPL, Congress has authorized DVOP specialists to serve, and LVERs to work with employers on behalf of, the following additional populations:
 - Transitioning Service Members (TSM) who, at the time of enrollment have participated in any part of the Transition Assistance Program, including self-paced online modules and Individualized Initial Counseling.
 - Wounded, ill, or injured members of the Armed Forces who are receiving treatment in military treatment facilities or warrior transition units.
 - Spouses or other family_caregivers of those wounded, ill, or injured service members described in Section XI.A.2(b) of VPL 05-24.
- Participant Eligibility and Privacy. States must accept an individual's verbal, written, or electronic confirmation of their eligibility status and experiences as sufficient evidence for referral to DVOP services.

States must protect participants' privacy to the greatest extent possible. When requesting information about a participant's disability or employment barriers, states must:

- Clearly state that the information is solely for determining eligibility and service prioritization.
- Emphasize that participation is voluntary.
- Guarantee confidentiality of all shared information.
- Affirm that refusing to provide information will not result in negative consequences.
- Assure that information will be used only in compliance with legal guidelines.

g. DVOP Specialist Case Management/Individualized Career Services. 38 U.S.C. § 4103A emphasizes that DVOP specialists provide individualized career services to eligible populations. Therefore, VETS expects that at least 90 percent of participants served by a DVOP specialist will receive those services. VETS also expects DVOP specialists to use a case management approach to ensure they are delivering appropriate services designed to assist participants in overcoming barriers and gaining employment. See the most current roles and responsibilities audit guidance for more detail on VETS' expectations for services and case file maintenance.

Case management is a customer-centered approach to the delivery of individualized career services and is designed to prepare and coordinate comprehensive employment plans for participants, identify and assure access to the necessary training and supportive services, and provide support during program participation and after job placement. Case management includes all of the following elements:

- Comprehensive assessment. This is an in-depth evaluation that documents the individual's employment barriers and pertinent history, such as education, skills, and job history.
- ii. Employment plan. This may also be known as an Individual Employment Plan, plan of action, Individual Development Plan, etc. The participant and DVOP specialist jointly develop the employment plan. It captures the individual's career goals, steps needed to achieve the goals, and actions taken by both the individual and the DVOP specialist. The employment plan must address all barriers identified in the comprehensive assessment (e.g., lack of transportation), not just the barriers that made the participant eligible for DVOP services.
- iii. Consistent contact. DVOP specialists must maintain regular, consistent contact with the participant, including meetings and updates, both pre- and post-employment. Contact with a participant should be meaningful to continually assist the participant in overcoming employment barriers to find and maintain employment. Consistent contact is based on the participant's individual needs and situation, as per the written plan and case notes. This also includes any documented attempts at contact, but it does not include mass or group communications such as an email newsletter.

As part of case management, DVOP specialists are required to facilitate employment. DVOP specialists may contact an employer on behalf of a specific veteran to facilitate employment, in coordination with the LVER and business service teams to avoid duplicative contacts to employers. DVOP specialists must not contact employers to advocate for the hiring of veterans in general or advocate on behalf of other populations, as this is an LVER or Business Services Teams duty.

- iv. JVSG Staff Limitations. JVSG staff must not be placed in a situation where they are at risk of performing duties that fall outside of their roles and responsibilities. The following functions are examples of duties that must not be assigned to, or executed by, JVSG-funded staff:
 - Staffing the AJC front desk. JVSG staff must not be assigned at any time to greet incoming customers, conduct intake, or screen for eligibility.
 - Providing services prior to eligibility screening. DVOP specialists
 may not serve individuals who have not been screened for eligibility
 and entered into the state's management information system (MIS).
 - Checking in customers at job/resource fairs. However, JVSG staff may attend such events to network with other resource providers (DVOP specialists) and employers (LVERs).
 - · Determining customer eligibility for other services.
 - Administering job preparation workshops if any of the workshop participants are not DVOP-eligible populations.
 - Monitoring/controlling foot traffic during AJC events, unless the event is for a DVOP specialist's current participants only.
- 5. Inquiries. Please direct inquiries to the appropriate Regional Office.

6. References.

- A. <u>TEGL 10-09</u>, Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL), dated November 10, 2009
- B. <u>VPL 07-09</u>, Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in Whole or in Part by the U.S. Department of Labor, dated November 10, 2009
- 7. Attachment(s). Attachment I: VPL 05-24

Attachment I

VPL 05-24 JVSG Staff Roles and Responsibilities and WIOA Services to Veterans (dol.gov)

Date of Notice: 8/6/2024

Notice of Grant Award/Fund Availability General Information

Subrecipient Name:	See Attachment	
Universal Entity Identification Number (UEI #):	See Attachment	
Federal Award Name:	WIOA Youth/Adult/Dislocated Workers Formula Combined	
Grantor:	United States Department of Labor	
Federal Award Identification Number (FAIN):	23A55AT000009, 23A55AY000003, 23A55AW000012	
Federal Award Year:	PY2023/FY2024	
CFDA/CSFA Title and Number:	WIOA Formula Adult; WIOA 17.258 Formula Youth; WIOA Formula 17.259 Dislocated Worker 17.278	
Award for Research & Development (Y/N):	No	
Action being Taken:	Issue Award and Release	

Award Information

Program Year in SERA:	PY2023
Program Group in SERA:	WIOA
Program Name in SERA:	WIOA State-Level
Project in SERA:	Sector-Based Training Initiatives
FLAIR Contract #:	See Attachment
NFA ID #:	See Attachment
FLAIR Grant #:	WIS24
Award Period Begin Date:	July 1, 2024
Award Period End Date:	June 30, 2025
Close Out Due by:	August 31, 2025

Award and Fund Availability

The distribution of the state o				
	Award	Funds Available / Release		
		(Maximum cash available for draw)		
Current Award/Release:	See Attachment	See Attachment		
This Action:	See Attachment	See Attachment		
Revised Award/Release:	See Attachment	See Attachment		

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AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS

General Conditions: FloridaCommerce has approved a grant award for your local workforce development board. These funds will be available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. Expenditures utilizing these funds must be consistent with the Grantee/Subgrantee Agreement executed between the Board and FloridaCommerce and in compliance with the Board's approved plan and all federal and state rules, regulations, policies and grant conditions applicable to the grant program described on page one. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Board and the federal government or, if no such rate exists, either a rate negotiated between FloridaCommerce and the Board, or if optionally elected by the Board, the de minimis rate or cost allocation method.

Special Grant Conditions: The purpose of this award is to provide state-level WIOA funding to local boards for career training (including work-based training), and supportive services to Adults, Dislocated Workers and Youth in targeted sectors allowing greater leverage of the Governor's investments and creating talent pipelines for critical workers needed in targeted industry sectors as follows.

CareerSource (CS) Brevard Flagler Volusia: Semiconductor Manufacturing

CS Central Florida:

- Semiconductor Manufacturing (2/3 of award)
- Broadband (1/3 of award)

CS Hillsborough Pinellas: Broadband

CS Chipola: Ag. Technology

CS North Central: Ag. Technology CS Heartland: Ag. Technology CS Suncoast: Transportation

CS Pasco Hernando: Transportation
CS Okaloosa Walton: Transportation
CS Citrus Levy Marion: Transportation
CS Northeast Florida: Aviation/Aerospace

CS Gulf Coast: Aviation/Aerospace

Program Objectives:

Using a sector strategy-based approach, starting with data and working with local
partners i.e., local chambers, economic development organizations, associations, industry
and education consortiums, sector strategies efforts, and education providers, identify
local businesses in these targeted industries and gather information on their workforce
needs.

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- 2. Collaborate with partners to communicate this new targeted training initiative to companies in these targeted industry sectors.
- Identify interested businesses, develop an outreach strategy describing the methods by which this information will be shared i.e., website, social media, radio, webinars, inperson presentations, etc.
- 4. Help those interested companies to (1) identify their training needs, (2) develop a training plan/strategy and (3) apply for funding to help offset the cost of training.
- 5. Afford interested businesses maximum flexibility while still adhering to the WIOA law.

A key goal of this funding is to assess the impact of fully leveraging the flexibilities allowable within WIOA and remove barriers to enrollment. To that end, LWDB's must review their local policies and procedures to maximize the effectiveness of this initiative and reduce the burden on applicants and participants as well as employers, including eligibility verification, training caps, supportive services, targeted occupations, etc.

Participating LWDBs must expend the funds expeditiously and prudently to ensure that adequate services are provided for the entire grant period. Consequently, if a LWDB's expenditures are less than 20% of a pro-rata burn rate at the end of each quarter, its award may be reduced by the difference between the pro-rata burn rate and expenditures. If a LWDB expends all funds prior to the end of the grant period, it will still be required to continue providing services as described herein.

LWDBs will attend monthly technical support meetings with CareerSource Florida and Florida Commerce. Boards will submit quarterly reports in a format provided by Florida Commerce. Such reports will be due to Florida Commerce and CareerSource Florida on the 10th day after the end of each quarter. The first report will be due October 10, 2024.

Use of these funds must be compliant with all WIOA laws, rules, and regulations and must be consistent with the WIOA PY2023 Annual Funding Agreement (between USDOL and FloridaCommerce). The WIOA PY2023 Annual Funding Agreement is located at:

http://floridajobs.org/grants-management/grants-management/lwdb-grant-resources

Program/Participant Reporting Requirements: Participant reporting instructions are located in the Attachment to this NFA.

Financial Reporting Requirements: All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the following cost categories. The cost category definitions are located at: http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/other-resources/wioa-cost-category-guide----20200611.pptx?sfvrsn=8f7e46b0_2

Add-Up Cost Categories:

- Local Administration
- Career Services
- Training

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Non-Add-Up Cost Categories:

- In-School Youth
- Out-of-School Youth
- ITA Federal Youth

Closeout Procedures: Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

Other Notes/Comments: Since WIOA state-level funds are drawn from Adult, Dislocated Worker and Youth funding streams, the relative percentages to each final CFDA are calculated based upon the proportionate amount of each program's allotment to the total of the three WIOA allotments for each program year. For all applicable program years, the percentage assigned to each CFDA number is located at:

http://floridajobs.org/grants-management/grants-management/lwdb-grant-resources

Questions: Fiscal questions regarding these funds should be addressed to Carolyn Bishop at (850) 245-7489 or via email at carolyn.bishop@commerce.fl.gov. Program policy questions should be addressed to Isabelle Potts at 850-921-3148 or via e-mail at isabelle.potts@commerce.fl.gov. Subrecipient Enterprise Resource Application (SERA) questions should be sent to the SERA Help Desk via email at serahelpdesk@commerce.fl.gov.

ATTACHMENT PROGRAM AND PARTICIPANT REPORTING INSTRUCTIONS

Project Name: 867 Sector-Based Training Initiatives – Statewide DW

869 Sector-Based Training Initiatives – Statewide Adult870 Sector-Based Training Initiatives – Statewide Youth

Project Operator: See attached.

Date Range: July 1, 2024 - June 30, 2025

Local Workforce Development Board Affected: See Special Grant Conditions.

Funding Source: WIOA Statewide Funds

Target Populations: WIOA-eligible individuals seeking careers in targeted industry occupations as described in the Special Grants Conditions.

Program Narrative: Participants will receive training and/or work-based learning opportunities in targeted industry occupations.

Application Eligibility:

- On the Eligibility and Grants page, scroll to WIOA Grant Eligibility section.
- Scroll to the appropriate subsection Statewide Dislocated Worker Eligibility or Statewide Adult Eligibility or Statewide Youth Eligibility and select "Yes".
- 3. Scroll down to the Grants section and click View Available Grants.
- Select Statewide Dislocated Worker or Statewide Adult or Statewide Youth Eligibility from the list by clicking Add on the far right of the grant title.
- 5. Scroll to the bottom of the page and select Finish.

Note: Veterans and eligible spouses receive priority of service.

Enrollment into Employ Florida: Program participants must be enrolled into Employ Florida in appropriate project-related activities for adults, dislocated workers or youth.

To enroll a participant in Employ Florida, use:

Project Code: 869

Customer Program Group: Statewide Adult

Grant: 869 Sector-Based Training Initiatives - Statewide Adult

2. Project Code: 867

Customer Program Group: Statewide Dislocated Worker

Grant: 867 Sector-Based Training Initiatives - Statewide DW

3. Project Code: 870

Customer Program Group: Statewide Youth

Grant: 870 Sector-Based Training Initiatives – Statewide Youth

Note: Under the current waiver, WIOA requires a minimum of 50 percent of out-of-school youth (OSY) funds available to local workforce development areas be used to serve OSY.

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Program Outputs and Outcomes:

- Number of participants enrolled
- · Number of participants placed in training
 - Number in Work-based training (OJT, Customized Training, IWT, internship, registered apprenticeship, work-experience, etc.)
 - o Number in Occupational skills training
- Number of participants who received supportive services
 - Type of supportive service (transportation, childcare, housing, etc.)
- · Number of credentials earned
 - Credential name
- Number employed
 - Job Title
 - Wages

Program outcomes include all core WIOA performance measures, including employment after exit, average wages, credentials and measurable skills gains.

Participation in periodic meetings scheduled by the Department and/or CareerSource Florida is required.

WIOA career services, training, and supportive services, as well as core outcome data must be recorded in Employ Florida. Service codes must be entered based on the activities and services provided in accordance with Administrative Policy 115: Common Exit and the Employ Florida Service Code Guide.

Data Input Deadline: Participant data must be entered into Employ Florida as soon as it becomes available, or as soon as possible thereafter, but no later than the fifteenth day after a service or activity is provided to a participant. Failure to enter data by the fifteenth day after a service or activity is provided to a participant will result in lockdown issues. If you have questions, please contact Lorena Clark at 850-245-7400 or Lorena.Clark@commerce.fl.gov.

Quarterly Narrative Reports: Awardees must submit quarterly narrative reports by the 10th day of the month following the end of the quarter to GrantsandSpecialProjects@commerce.fl.gov in a format provided by FloridaCommerce.

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Date of Notice: 8/19/2024

Notice of Grant Award/Fund Availability General Information

Subrecipient:	See Attachment	
Universal Entity Identification Number (UEI #):	See Attachment	
Federal Award Name:	WIOA Youth/Adult/Dislocated Workers Formula Combined	
Grantor:	United States Department of Labor	
Federal Award Identification Number (FAIN):	AA-38523-22-55-A-12	
Federal Award Year:	PY2022/FY2023	
CFDA/CSFA Title and Number:	WIOA Formula Adult; WIOA 17.258 Formula Youth; WIOA Formula 17.259 Dislocated Worker 17.278	
Award for Research & Development (Y/N):	No	
Action being Taken:	Issue Award and Release	

Award Information

Program Year in SERA:	PY2022
Program Group in SERA:	WIOA
Program Name in SERA:	WIOA State Level
Project in SERA:	Youth Career Exploration
FLAIR Contract #:	See Attachment
NFA ID #:	See Attachment
FLAIR Grant #:	WIS23
Award Period Begin Date:	July 1, 2024
Award Period End Date:	June 30, 2026
Close Out Due by:	August 31, 2026

Award and Fund Availability

	Award	Funds Available / Release
		(Maximum cash available for draw)
Current Award/Release:	See Attachment	See Attachment
This Action:	See Attachment	See Attachment
Revised Award/Release:	See Attachment	See Attachment

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AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS

General Conditions: FloridaCommerce has approved a grant award for your local workforce development board. These funds will be available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. Expenditures utilizing these funds must be consistent with the Grantee/Subgrantee Agreement executed between the Board and FloridaCommerce and in compliance with the Board's approved plan and all federal and state rules, regulations, policies and grant conditions applicable to the grant program described on page one. The indirect cost rate for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Board and the federal government or, if no such rate exists, either a rate negotiated between FloridaCommerce and the Board, or the de minimis rate, if optionally elected by the Board.

Special Grant Conditions: The purpose of this award is to support the creation and/or expansion of career exploration and work-based learning opportunities that provide a variety of engaging activities tailored to the interests and aspirations of in-school and out-of-school youth. Program activities must include immersive career exploration activities that:

- · Provide soft-skills training that allows participants to develop essential workplace skills.
- Provide financial literacy programs that include budgeting skills, credit knowledge, debt management, financial goal setting, and long-term wealth building.
- Provide insights into various professions, including, for example, career building workshops, virtual site visits, in-person visits to local employers, job shadowing, interviews with professionals.
- Provide engagement opportunities that allow students to apply their learning in realworld contexts.
- Provide work experiences that offer a glimpse into the day-to-day operations of different
 industries, including, for example summer or year-round internships with local
 employers in high-demand, high-wage industry sectors, such as healthcare, advanced
 manufacturing, agricultural technology, transportation and logistics, broadband,
 construction, information technology, aviation and aerospace, and other emerging
 industries. Providing youth with wages will allow them to contribute to financial
 empowerment, gain financial independence and potentially help in supporting
 themselves and their families.
- Provide ongoing case management that takes advantage of participants' expanded networking opportunities, builds participants' resumes, and supports their entrance into higher education and/or employment.

A key goal of this funding is to assess the impact of fully leveraging the flexibilities allowable within WIOA and remove barriers to enrollment, such as training caps, supportive services, targeted occupations, etc. To that end, LWDBs must review their local policies and procedures to maximize the effectiveness of this initiative and reduce the burden on applicants, participants and employers, while establishing appropriate controls to ensure that expenditures are allowable, necessary and reasonable in compliance with Uniform Guidance for Federal Awards

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at 2 CFR 2900 and are applied in a fair and evenhanded manner; and that grant activities are authorized by WIOA. Any variation from policies that apply to local WIOA formula funds must be in writing.

Participating LWDBs must expend the funds expeditiously and prudently to ensure that adequate services are provided for the entire grant period. Consequently, if a LWDB's expenditures are less than 20% of a pro-rata burn rate at the end of the first quarter of year two, its award will be reduced by the difference between the pro-rata burn rate and expenditures. If a LWDB expends all funds prior to the end of the grant period, it will still be required to continue providing services as described herein.

LWDBs will attend technical support meetings with CareerSource Florida and Florida Commerce. LWDBs will submit quarterly reports in a format provided by Florida Commerce. Such reports will be due to Florida Commerce and CareerSource Florida on the 10th day after the end of each quarter. The first report will be due October 10, 2024.

Use of these funds must be compliant with all WIOA laws, rules, and regulations and must be consistent with the WIOA PY2022 Annual Funding Agreement (between USDOL and FloridaCommerce). The WIOA PY2022 Annual Funding Agreement is located at:

http://floridajobs.org/grants-management/grants-management/lwdb-grant-resources

Program/Participant Reporting Requirements: See Attachment

Financial Reporting Requirements: All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the following cost categories. The cost category definitions are located at: http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/other-resources/wioa-cost-category-guide---20200611.pptx?sfvrsn=8f7e46b0 2

Add-Up Cost Categories:

- Local Administration
- Career Services
- Training

Non Add-Up Cost Categories:

- ITA Federal Youth
- Work Experience
- In-School Youth
- Out-of-School Youth

Closeout Procedures: Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

Other Notes/Comments: Since WIOA state-level funds are drawn from Adult, Dislocated Worker and Youth funding streams, the relative percentages to each final CFDA are calculated based upon the proportionate amount of each program's allotment to the total of the three WIOA

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allotments for each program year. For all applicable program years, the percentage assigned to each CFDA number is located at:

http://floridajobs.org/grants-management/grants-management/lwdb-grant-resources

Questions: Fiscal questions regarding these funds should be addressed to Carolyn Bishop at (850) 245-7489 or via email at carolyn.bishop@commerce.fl.gov. Program policy questions should be addressed to Isabelle Potts at 850-921-3148 or via e-mail at isabelle.potts@commerce.fl.gov. Subrecipient Enterprise Resource Application (SERA) questions should be sent via email to serahelpdesk@commerce.fl.gov.



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ATTACHMENT PROGRAM AND PARTICIPANT REPORTING INSTRUCTIONS

Project Name: 868-Youth Career Exploration - Statewide Youth

Project Operator: See attached.

Date Range: July 1, 2024 - June 30, 2026

Local Workforce Development Board Affected: CareerSource Chipola, CareerSource Citrus Levy

Marion

Funding Source: WIOA Statewide Funds

Target Populations: WIOA-Youth

Program Narrative: To support career exploration and work-based learning opportunities.

Application Eligibility:

- 1. On the Eligibility and Grants page, scroll to WIOA Grant Eligibility section.
- Scroll to the appropriate subsection Statewide Youth Eligibility and select "Yes".
- Scroll down to the Grants section and click View Available Grants.
- Select Statewide Youth Eligibility
 from the list by clicking Add on the far right of the grant title.
- 5. Scroll to the bottom of the page and select Finish.

Note: Veterans and eligible spouses receive priority of service.

Enrollment into Employ Florida: Program participants must be enrolled into Employ Florida in appropriate project-related activities for youth.

To enroll a participant in Employ Florida, use:

Project Code: 868

Customer Program Group: Statewide Youth

Grant: 868 Youth Career Exploration - Statewide Youth

Note: Under the current waiver, WIOA requires a minimum of 50 percent of out-of-school youth (OSY) funds available to local workforce development areas be used to serve OSY.

Program Outputs and Outcomes:

- Total program enrollments
- Total program completions
- Program enrollments by industry

Program outcomes include all core WIOA performance measures, including employment after exit, average wages, credentials and measurable skills gains.

WIOA career services, training, and supportive services, as well as core outcome data must be recorded in Employ Florida. Service codes must be entered based on the activities and services provided in accordance with Administrative Policy 115: Common Exit and the Employ Florida Service Code Guide.

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Data Input Deadline: Participant data must be entered into Employ Florida as soon as it becomes available, or as soon as possible thereafter, but no later than the fifteenth day after a service or activity is provided to a participant. Failure to enter data by the fifteenth day after a service or activity is provided to a participant will result in lockdown issues. If you have questions, please contact Lorena Clark at 850-245-7400 or Lorena.Clark@commerce.fl.gov.



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AGREEMENT BETWEEN CAREERSOURCE CHIPOLA AND THE FLORIDA DEPARTMENT OF COMMERCE

This Agreement is entered into between the State of Florida, Department of Commerce ("Commerce"), and Chipola Regional Workforce Development Board, Inc., d/b/a CareerSource Chipola ("Board" or "Subrecipient"). Commerce and the Board are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce is Florida's designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to Commerce; and

WHEREAS, pursuant to section 107(d)(12)(B)(i) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the chief local elected official in a local workforce development area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local workforce development area under sections 128 and 133; and

WHEREAS, the chief local elected official may designate an entity to serve as a local grant subrecipient for such funds, although such designation shall not relieve the chief local elected official of the liability for any misuse of grant funds; and

WHEREAS, the Board has been designated by the chief local elected official as a "subrecipient" of funds (as that term is defined by federal law), and is a "recipient" of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, Commerce and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

- "Board" means the Local Workforce Development Board.
- b. "CDBG-DR" means Community Development Block Grant-Disaster Recovery.
- c. "CFR" means Code of Federal Regulations.
- d. "CLEO" means the Chief Local Elected Official.
- e. "DCF" means the Florida Department of Children and Families.
- f. "FDLE" means the Florida Department of Law Enforcement.
- g. "JVSG" means the Jobs for Veterans State Grant program.
- h. "LWDA" means Local Workforce Development Area.
- "MOU" means Memorandum of Understanding.
- j. "NFA" means Notice of Award/Notice of Fund Availability.
- k. "RA" means Reemployment Assistance.
- l. "RESEA" means the Reemployment Services and Eligibility Assessment program.
- m. "SNAP E&T" means the Supplemental Nutrition Assistance Program Employment & Training program.
- n. "State Board" means the State Workforce Development Board.
- o. "TAA" means Trade Adjustment Assistance.
- p. "WIOA" means the Workforce Innovation and Opportunity Act.
- q. "WP" means the Wagner-Peyser Act.
- r. "WT" means the Welfare Transition program.
- 2. TERM AND EXPIRATION. The Effective Date of this Agreement is September 1, 2024, and may continue through June 30, 2027 (the "Expiration Date"), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed

or extended for a period of time to be determined by Commerce at its sole discretion, and without the Board's approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period." Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then Commerce may terminate this Agreement. If Commerce elects to terminate this Agreement, then Commerce will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds will not create Commerce's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

a. Commerce will make funding available to the Subrecipient by issuing NFAs through Commerce's financial management information system, the Subrecipient Enterprise Resource Application (SERA). The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict exists between the terms of this Agreement and any NFA, the terms of the NFA shall control.

b. Accountability for Funds.

- i. <u>Reduction or Suspension of Funding</u>. Commerce may partially, completely, temporarily, or permanently reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. Commerce will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.
- ii. <u>Recoupment</u>. Notwithstanding anything in this Agreement or any NFA to the contrary, Commerce has an absolute right to recoup funds. Commerce may refuse to reimburse the Subrecipient for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of funds if Commerce terminates this Agreement.
- iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in:
 - (a) an unlawful use of funds;
 - (b) a use of funds that doesn't comply with the terms of this Agreement; or
 - (c) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to Commerce.
- Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to Commerce within 30 calendar days of the Subrecipient's discovery of an Overpayment or receipt of notification from

Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

- c. By signature below, the Subrecipient certifies to Commerce that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, RESEA, JVSG, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. Subrecipient must update written administrative procedures and policies as applicable at least every four years. Commerce may at any time request copies of the Board's written procedures and policies for review. As needed, Commerce shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.
- d. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- f. The Board will appoint at least one Regional Security Officer who is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of Commerce-owned systems. The Regional Security Officer will comply with policies and requirements imposed by Commerce.
- g. The Subrecipient will designate a custodian for purchased property and equipment who will be responsible for ensuring the Subrecipient's compliance with 2 CFR 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and/or its designated one-stop operator shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by Commerce, the State Board, or any other entity whose funds are made available to the Subrecipient through Commerce. These documents will be made available on Commerce's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by Commerce may not be used to pay consultants, as that term is defined in 5 CFR 304.102, in excess of \$815 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

a. Commerce may request from Subrecipient any information related to the Parties' performance under this Agreement. The Subrecipient shall provide any requested information in the form and manner requested by Commerce, within the time frame established by Commerce, so that Commerce may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to Commerce, via the electronic financial and programmatic data systems established by Commerce in order to allow Commerce to provide accurate reports to state and federal funding agencies, the Legislature, the State Board, and other interested parties, and to review the Board's fiscal status and performance.

- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.
- c. The Subrecipient shall allow access to representatives of Commerce (including the Office of Inspector General and Office of Civil Rights), appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review") without imposing burdensome administrative processes to for such access. The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by Commerce. Commerce reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. Commerce may exercise its rights under this paragraph at any time and as frequently as Commerce deems necessary. The Subrecipient will reimburse Commerce for all reasonable costs incurred by Commerce for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (4.c.).
- d. Annually, the subrecipient shall submit the following information electronically to the Bureau of Financial Monitoring and Accountability at <u>FMA-RWB@commerce.fl.gov</u> and upload to SharePoint by the deadlines prescribed below:
 - Completed Salary Cap by April 1;
 - ii. Annual detailed budget of revenues and expenditures by funding source no later than two weeks after the budget is approved by the Board and Chief Elected Official(s);
 - Completed Internal Control Questionnaire signed by the Board Chairperson and Executive Director by September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the Subrecipient by Commerce, whichever is later; and
 - iv. A final indirect cost rate proposal and supporting documentation must be submitted to Commerce's Bureau of Financial Monitoring and Accountability as soon after the Board's fiscal year end closes as practical, but no later than six months after the end of the fiscal year, to the FMA-RWB email at <u>FMA-RWB@commerce.fl.gov</u>. Boards that negotiate their indirect cost rate with a federal agency must submit a copy of the approved agreement as soon as it is available.
- e. The State Board and Commerce have established special guidelines concerning audit quality as guidance for the Board. The Board must procure audit services in accordance with federal law and the applicable state policies that govern the expenditure of federal, state, and non-pass-through funds. The Board is also required to communicate to its independent auditor the following procedures that must be performed:
 - It is essential that the auditor tests the Board's reconciliation of its financial records to SERA. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
 - ii. It is essential that the auditor tests the Board's reconciliation of its year-end financial records to ensure the following conditions exist:
 - (a) Each federal award passed through Commerce must balance by the individual Commerce NFA ID#. Each NFA is required to be a self-balancing set of accounts.
 - (b) Net assets of each federal award must equal zero.
 - (c) Federal awards must not have negative cash balances without a sufficient explanation.
 - (d) All cost pools must be allocated to their final cost objectives.

- If the conditions do not exist, the auditor should include an explanation in the audit report as to why they do not.
- iii. It is essential that the auditor tests the Board's application of its indirect cost rate agreement negotiated with its federal cognizant agency or Commerce and report areas of noncompliance.
- Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems.
- v. Auditors must prepare and submit a management letter specifying those findings and observations not included in the audit report. Providing only a verbal briefing is not acceptable. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, addressing the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
- vi. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board exercises any controlling influence, such as a foundation or an association. For purposes of this Agreement, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
- vii. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as a consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards and other pronouncements regarding reporting of related entities.
- viii. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by Commerce in this Agreement.
- ix. The Board must limit the audit services to no more than five years and then must follow 2 CFR Part 200 and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement process if the lead partner of the audit firm had not been engaged as the lead partner with the Board for any of the previous five years.
- f. Commerce will meet, in person or virtually, at least annually with the Board to review the Board's performance and compliance. The Board will strongly encourage the attendance of CLEOs at this meeting. Commerce will notify the Board and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and Commerce may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of Commerce or the State Board. Commerce may require corrective measures to be taken in accordance with applicable state policies. The Board's failure to comply with any reasonable and appropriate actions required by Commerce will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, the modification of payment structures, or any other sanction or remedy available to Commerce by law and applicable state policy.
- 5. THE BOARD'S ONE-STOP DELIVERY SYSTEM. The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general

public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers not open outside of regular business hours should have a plan for how services will be provided to individuals who cannot visit a center during regular business hours.

The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable state policies, including the following one-stop delivery system requirements:

- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time-period than the duration of the MOU.
- b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
- Identification of all career center partners, CLEO(s), and Board participating in the infrastructure funding arrangement.
- d. Steps the Board, CLEOs, and career center partners used to reach consensus or an assurance that the LWDA followed the guidance for the state funding process.
- Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
- g. The Board shall incorporate infrastructure funding provisions in each MOU with its one-stop partners. Remedies or dispute resolution for nonperformance must also be included.

The Board's one-stop delivery system and career centers must meet all applicable requirements as outlined in applicable state policy.

6. SERVICES DELIVERED BY COMMERCE STAFF WITHIN THE BOARD'S ONE-STOP DELIVERY SYSTEM.

- a. Certain workforce development program services will be performed by Commerce staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, JVSG program services, services to migrant and seasonal farmworkers provided under 20 CFR 653 and 658, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of Commerce staff to Louise.Mondragon@commerce.fl.gov for resolution.
- b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career center site location; all Commerce, Board, and/or service provider staff placed at each site location; and the position classification and program assignment for each Commerce staff member working at the site location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to <u>FMA-RWB@commerce.fl.gov</u> and upload to SharePoint annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

- c. The Board will ensure that vacant Commerce positions are filled timely. Positions that remain vacant for greater than 180 days may be repurposed by Commerce for state use or reassigned to other LWDBs with or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran by submitting a completed hiring package to Commerce within 50 days of the position becoming vacant. If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the position becoming vacant. Notifications may be sent to the SVPC via email at VETS@commerce.fl.gov.
- d. The Board will provide Commerce information and recommendations regarding the performance of Commerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of Commerce staff. Commerce will consider the information provided by the Board, but the ultimate decision for any personnel action remains with Commerce.
- e. Commerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all Commerce policies including, but not limited to, Commerce's travel, leave, and time distribution policies. Commerce staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- f. The Board shall consult with Commerce with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any Commerce staff holding positions covered by a collective bargaining agreement. Commerce will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- g. Commerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of Commerce staff.
- h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for Commerce staff. The personnel liaison must be a Commerce staff member. The Board will provide the name and contact information of the designated personnel liaison to the Commerce Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- i. The Board shall jointly plan with Commerce for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)2.(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.
- j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.
- b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COMMERCE'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from Commerce with respect to confidentiality matters. Commerce will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to Commerce upon request.
- e. Board requests for Commerce data must come from Board executive staff to Commerce. Commerce will not accept data requests from the Board's contractors. Commerce will only grant access to Commerce-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.
- f. Commerce may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by Commerce will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes; and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. Commerce will immediately suspend or cease providing the Board access to RA information if Commerce determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. Commerce may, in its sole discretion, provide access once Commerce is satisfied that the Board has cured the deficiency. The Board shall:
 - i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
 - store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
 - ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
 - iv. ensure that any entity to which the Board further discloses the information complies with these terms;
 - not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
 - vi. to the extent practicable and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from Commerce's information systems;
 - vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow Commerce to conduct an audit of transactions concerning the information;
 - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
 - allow Commerce or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify Commerce of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to Commerce, Commerce reserves the right to determine whether the provisions of section 501.171, Florida

Statutes, apply. Commerce will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by Commerce and will not provide said notifications without prior approval from Commerce. Commerce will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

8. BACKGROUND SCREENINGS.

Level 1 Screenings.

- i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.
- ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
- iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

9. LOCAL PLAN AND ASSURANCES.

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by Commerce. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by Commerce or the State Board.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.
- c. In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:
 - Every public agency 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. A public agency or a contractor or subcontractor thereof 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 Agreement.

10. PROCUREMENT.

- a. If the Board enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, Commerce will provide a form the Board may utilize in connection with any procurement for the purpose of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.
- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, Commerce will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. The Board must include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's convicted vendor list.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. Commerce recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
- d. Commerce encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from Commerce prior to purchasing any information technology resource or conducting any activity that will, in any way, access Commerce data and Commerce-owned systems. To ensure statewide efficiency of funding, prior approval from Commerce must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. Funds expended for events must be compliant with 2 CFR 200.421, and Commerce's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.
- h. The Board must use tools and services negotiated and acquired at the state level where the Board has an identified need for the specific purpose the tools and services have been acquired to fulfill. As such, in accordance with the

applicable state policy, the Board is prohibited from using funds subgranted by Commerce for the purchase of tools and services that are duplicative of state-procured resources without an approved waiver request.

11. COMPENSATION AND TRAVEL.

- a. Funds provided by Commerce may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented approval of the Board of Directors and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.
- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
 - Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
 - ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.
 - iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:
 - i. Local Plans Information about the local plan, or modification of the local plan, before submission.
 - LWDB members A list of current Board members and their affiliation (company or entity that the Board member is employed by or owns), and their terms of service.
 - CLEO(s) Information regarding the designated CLEO for each unit of local government that comprises the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also be identified.
 - iv. Selection of One-Stop Operators Information about the activities of the Board to select a one-stop operator, including Request for Proposals, question and answers, and executed contracts.
 - v. Notice of all Board meetings Notification of all Board meetings, including committee meetings, at least seven days before the meeting is to occur. Notice of special or emergency meetings must be posted at least 72 hours before the meeting is to occur. All meetings must be made available to the public remotely or virtually via resources such as Zoom, Microsoft Teams or other appropriate resource, and notices must include information on how the public can access the meetings.
 - vi. Minutes of meetings of the Board Meeting minutes must be made available publicly on the Board's website within 15 days of approval by the Board. The two most recent years of Board meeting minutes must be posted.
 - vii. Board Bylaws The most current version of the Board's bylaws must always be publicly available on the Board's website. Changes to the bylaws must be posted within 15 days of approval.

- viii. Interlocal Agreement Changes to the interlocal agreement must be posted within 15 days of a new or amended agreement being executed by all parties.
- ix. Budget The Board must publish the Board's budget on its website within 10 days after approval by Commerce. The budget must remain published on the website for the duration of the fiscal year for which it accounts for the expenditure of funds.
- x. Compensation disclosures The Total Compensation for Executive Leadership and Other Specific Employees (Exhibit E) form must be posted on the Board's website upon it being submitted to Commerce within 30 days after the end of each Board's fiscal year and remain posted for three years after it is first published. The disclosures must be accompanied by a written declaration provided by the chief financial officer or their designee that they have read the compensation disclosure documents and the facts stated in it are true.
- Employee position and salary information Current employee positions and specific salary information for each position (including performance bonuses).
- xii. LWDB's IRS Form 990 Annually, the Board must publish its most recent IRS form 990 within 60 calendar days after it is filed with the IRS and the form must remain posted for three years after it is filed. Tax returns for the three most recent years must be posted.
- xiii. Statements of Financial Interest The Board's website must inform the public that disclosures or statements of financial interest (consistent with requirements in section 112.3144, F.S. or section 112.3145, F.S., whichever is appropriate) for each Board member and executive director or designated person responsible for the operational and administrative functions of the Board, have been filed with the Commission on Ethics and provide information on how each disclosure or statement may be reviewed. The notice to the public must remain on the website throughout the term of office or employment of the filer and until one year after the term on the Board or employment ends.
- xiv. Single Audit Must be posted for the two most recent years.
- xv. Awards of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities.
- xvi. Related Party Contracts All contracts between the Board and a member of the Board, relative of a Board member, an organization or individual represented on the Board, or an employee of the Board approved on or after July 1, 2021, must be published on the Board's website within 10 days after approval by the Board or Commerce, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract. Such contracts will be identified as related party contracts.
- xvii. Contracts in excess of \$35,000 An executed copy of the plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
- xviii. All active agreements with another board that delegate partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.
- xix. Hours of Operation Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year and post it on the Board's website in a conspicuous location.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier assigned by Sam.gov. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by

- calling 1-800-96ABUSE, or via the web reporting option at http://www.dcf.state.fl.us/abuse/report, or via fax at 1-800-914-0004.
- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement. For purposes of this paragraph, "discovery" means when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. For all funds provided by Commerce, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same font size as the name of the entity. As required by 20 CFR. 678.900, each one-stop delivery system must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials and must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

13. ETHICS.

- a. The Board shall adopt an employee Ethics Code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
 - i. The acceptance of gifts;
 - Self-dealing;
 - iii. A prohibition on unauthorized compensation;
 - iv. Conflicting employment or contractual relationships;
 - v. Appropriate disclosure and use of information; and
 - vi. Nepotism.
- b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable state policies. The Board will make reasonable modifications to the policy if requested by Commerce. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.
- c. The Board must ensure that grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, are available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.
- d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote,

or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Commerce encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.

e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds
either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or
(ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

- a. The Board must ensure that the local workforce development board composition is compliant with all federal and state laws, polices, procedures, and rules.
- b. The Board, in consultation with the CLEO(s), must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- d. The Board shall ensure Board members complete mandatory Board member orientation and annual training. The Board shall also strongly encourage CLEOs to attend new Board member orientation and annual training, and Board meetings. The Board shall retain and provide to Commerce upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants. Failure of Board members to complete mandatory orientation and annual training may result in removal from the Board along with all other remedies available to Commerce.
- 15. RELATED PARTIES. The purpose of this section is to help Commerce ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.
 - a. <u>Related Parties</u>. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
 - b. <u>Related Party Contract</u>. For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.
 - c. <u>Related Parties Compliance</u>. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to Commerce's financial monitors any conflicts of interest that may arise during the upcoming year or that did arise in the current year and was not previously disclosed.
 - i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that the Board member with the conflict abstains from any vote regarding the Related Party Contract.
 - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.
 - d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as

Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made.

- Required Documents for all Related Party Contracts. The following documentation is required to be submitted for each Related Party Contract:
 - i. A certified Board membership roster listing all members on the Board at the time of the vote on the approval of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
 - ii. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers that was submitted at or before the Board meeting(s) in which a vote related to the contract took place, for Board member/employee who has any relationship with the contracting vendor.
 - iii. A draft copy of the Related Party Contract and amendments, as applicable.
 - iv. Documentation supporting the method of procurement of the Related Party Contract, for contracts that require competitive selection/procurement process.
 - v. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of the Related Party Contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.
- f. <u>Related Party Contracts</u> \$10,000 or <u>Greater</u>. Prior to execution of any contract equal to or greater than \$10,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to <u>WorkforceContract.Review@commerce.fl.gov.</u> Commerce may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section.
- g. Related Party Contracts Less Than \$10,000. Within 30 days after execution of any contract less than \$10,000, the Board must approve and electronically submit the documentation set forth above. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, to workforceContract.Review@commerce.fl.gov.

16. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and Commerce, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
- d. The Board must notify Commerce within 24 hours of the termination or separation of an employee that has access to Commerce managed information systems to ensure the appropriate system access(es) is terminated. Information regarding the terminated or separated employee must be sent to: bosunit@commerce.fl.gov.
- e. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court

- of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
- f. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- g. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- h. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a temporary closure or shutdown, the Board shall ensure that Commerce is informed of such temporary closure/shutdown or potential temporary closure/shutdown as soon as reasonably possible to LWDB.InfoUpdate@commerce.fl.gov.
- i. The Board shall submit annually the disclosure of the Total Compensation for Executive Leadership and Other Specified Employees (Exhibit E), detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual disclosure is due within 30 days after the end of the Board's fiscal year. The schedule is due July 30 for Boards with a June 30 year end and by October 30 for Boards with a September 30 year end. Information must be completed in SERA and submitted electronically to FMA at FMA-RWB@commerce.fl.gov. The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to FMA-RWB@commerce.fl.gov and post same to the Board's website within 60 days of said submission. The Board must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at FMA-RWB@commerce.fl.gov.
- 17. SERVICES TO INDIVIDUALS WITH DISABILITIES. The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.
- 18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY. The Board shall establish a policy and procedure for providing free language services to customers who have a limited ability to read and/or speak the English language.
- 19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS. Commerce will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to Commerce so that the complaint can be closed.

20. LIAISONS.

- a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
- b. Commerce's formal liaison for purposes of this Agreement is Junior Tait. Mr. Tait can be reached at Junior. Tait@commerce.fl.gov or (850) 245–7356. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Mr. Tait, or other designee.

- c. The Board's formal liaison for purposes of this Agreement is Richard Williams. Mr. Williams can be reached at richard.williams@careersourcechipola.com, or (850) 633-2734. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Richard Williams, or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.
- 21. REQUIRED LOCAL POSITIONS. Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:
 - a. A Regional Security Officer.
 - b. A custodian for purchased property and equipment.
 - c. A personnel liaison (must be a Commerce merit staff member).
 - d. A public records coordinator.
 - e. A staff member to promote and develop employment opportunities for individuals with disabilities.
 - f. An Equal Opportunity Officer, consistent with 29 CFR part 38.
 - g. An Ethics Officer
- 22. CONSTRUCTION; INTERPRETATION. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization

of such audit by the state or its representatives.

24. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of Commerce. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF COMMERCE CHIPOLA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., D/B/A CAREERSOURCE CHIPOLA By:

Date:

EXHIBIT A AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Commerce ("Commerce") to the recipient may be subject to audits and/or monitoring by Commerce as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. Attachment 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §\$200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- 2 For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as

- defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by Commerce upon request. The Board further agrees that, upon request, Commerce will also be provided other audit work papers as needed.

PART IV: REPORT SUBMISSION.

- Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR \$200.512.
 - The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
- Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - Commerce at each of the following addresses:

Electronic copies (preferred): Paper (hard copy): Audit@commerce.fl.gov Commerce

MSC #75, Caldwell Building 107 East Madison

Street Tallahassee, FL 32399-4126

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

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Paper (hard copy): Audit@commerce.fl.gov

Commerce

MSC #75, Caldwell Building 107 East Madison

Street Tallahassee, FL. 32399-4126

- Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2

CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Attachment 1 to EXHIBIT A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

The specific award information required to be set forth herein will be contained in one or more NFAs
issued by Commerce pursuant to the terms of the Agreement, which are incorporated herein by reference.

COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

The specific award information required to be set forth herein will be contained in one or more NFAs
issued by Commerce pursuant to the terms of the Agreement, which are incorporated herein by reference.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. All requirements of this Agreement.

EXHIBIT B

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:

- I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 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.
- 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.
- 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.
- 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:		

EXHIBIT C CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I,, hereby certify the following information	ation regarding a contract that
was approved by a two-thirds (2/3) vote of a quorum of CareerSource	and
was approved by a two-thirds (2/3) vote of a quorum of CareerSource—will be executed and implemented immediately after receiving the State's ap	proval in compliance with section
445.007(11), Florida Statutes.	
Identification of all parties to the contract:	
Contractor Name & Address:	
Contractor Contact Phone Number:	
Contract Number or Other Identifying Information, if any:	
Contract Term:	
Value of the Contract with no extensions or renewals exercised:	
Value of the Contract with all extensions and renewals exercised:	
Description of goods and/or services to be provided under the Contract:	
Method of procurement for the contracted goods and/or services, if applicable:	
Name of board member or employee whose conflict of interest required the boat two-thirds (2/3) vote:	ard's approval of the contract by
The nature of the conflicting interest in the contract:	
The board member or employee with the conflict of interestdiddidmeeting(s), including subcommittee meetings, at which the board discussed or vo. If the board member or employee with the conflict of interest attersubcommittee meetings, at which the board discussed or voted on the employee abstained from voting.	oted to approve the contract. nded the meeting(s), including
I further attest that the following is being provided with this form:	
a. A certified board membership roster listing all members on the board at the the contract with a vote tally indicating attendance or absence at the meeting(s and for those in attendance, the affirmative and negative votes and abstention	s), including subcommittee meetings, ns for each member.
 Consistent with the procedures outlined in section 112.3143, Florida Statutes interest form that was submitted at or before the board meeting(s) in which place, for board member/employee who has any relationship with the contra 	a vote related to the contract took
c. A draft copy of the related party contract and amendments, as applicable.	
d. Documentation supporting the method of procurement of the related party	contract, for contracts that require
competitive selection / procurement process.	
e. A copy of the board meeting and committee meeting minutes that documen	
related party contract (including the name of the contractor and the value clearly reflect the verbal disclosure of the conflict during the meeting.	of the contract). The minutes must
I certify that the information above is true and correct.	
Signature of Board Chairperson / Vice Chairperson*	Print Name
* Must be certified and attested to by the board's Chair or Vice Chair.	Date

EXHIBIT D DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I,, a board	d member / an employee of the board (circle
one) hereby disclose that I, myself / my employer / my	business / my organization / OR "Other"
(describe)	, , , , , , , , , , , , , , , , , , , ,
) could benefit financially from the contract
(Circle one of more) could benefit illiancially from the contract
described below:	
Local Workforce Development Board:	
Contractor Name & Address:	
Contractor Contact Phone Number:	
Description or Nature of Contract:	
Description of Financial Benefit*:	
For purposes of the above contract the following disclo are made: The contractor's principals**/owners***: (ch have no relative who is a member of the board or have a relative who is a member of the board or	eck one) or an employee of the board; OR
The contractor's principals**/owners***isis no applicable, the principal's/owner's name is: _	ot (check one) a member of the board. If
Signature of Board Member/Employee	Print Name
	Dete

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

EXHIBIT E TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED EMPLOYEES

(Subsection 445.007(13), Florida Statutes, and Executive Order 20-44)

Entity Name:

Fiscal Year:

Fiscal Year:	 		
Employee Name			
Title			
Salary			
Bonuses			
Cashed-In or			
Funded Leave			
Cash			
Equivalents			
Cash			
Equivalents			
Description			
Severance Pay			
Retirement			
Benefits			
Employer-Paid			
Insurance			
Benefits			
Deferred			
Compensation			
Real Property			
Gifts Real Property			
Gifts			
Description			
Other Payouts			
Other Payouts			
Description			
Total Cash			
Compensation			
Present Value			
of Vested			
Benefits			
including, but			
not limited to,			
Retirement,			
Accrual Leave			
and Paid Time			
Off			
Percentage of Total			
Compensation			
from Federal or			
State Funds			
State I unds			

Under penalties of perjury, I declare that I have read the foregoing schedule of Total Compensation Executive Leadership and Other Specified Employees and that the facts stated in it are true.		
Signature		
Printed Name		
Title		
Date		

Definitions:

Executive Leadership: Chief executive officer/executive director of the board and those reporting directly to that position (except for an administrative assistant or clerical staff).

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off: Current discounted value of any vested benefits, i.e., those the employee is entitled to, for which the Board has not yet been required to fund.



Programmatic and Financial Monitoring Review Schedule Program Year 2023-2024

LWDB	CareerSource	Review Start/End Dates
	2023	
16	Pasco Hernando	10/30/2023 - 11/03/2023
7	Florida Crown	11/06/2023 - 11/13/2023
2	Okaloosa Walton	11/13/2023 - 11/17/2023
19	Heartland*	12/04/2023 - 12/08/2023
6	North Florida	12/11/2023 - 12/15/2023
	2024	
20	Research Coast*	01/16/2024 - 01/22/2024
21	Palm Beach County*	01/22/2024 - 01/26/2024
22	Broward	01/29/2024 - 02/02/2024
5	Capital Region	02/05/2024 - 02/09/2024
12	Central Florida	02/12/2024 - 02/16/2024
13	Brevard	02/19/2024 - 02/23/2024
9	North Central Florida	02/26/2024 - 03/01/2024
18	Suncoast*	03/04/2024 - 03/08/2024
1	Escarosa	03/25/2024 - 03/29/2024
17	Polk*	04/01/2024 - 04/05/2024
23	South Florida*	04/08/2024 - 04/12/2024
8	Northeast Florida	04/15/2024 - 04/19/2024
4	Gulf Coast	04/22/2024 - 04/26/2024
11	Flagler Volusia	04/29/2024 - 05/03/2024
15	Tampa Bay*	05/06/2024 - 05/10/2024
10	Citrus Levy Marion	05/13/2024 - 05/17/2024
24	Southwest Florida*	05/20/2024 - 05/24/2024
14	Pinellas	06/03/2024 - 06/07/2024
3	Chipola	06/10/2024 - 06/14/2024

^{*} Migrant and Seasonal Farmworker (MSFW) Significant Local Workforce Development Boards

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399 850.245.7105 | www.FloridaJobs.org | Twitter: @FLACommerce

An equal opportunity employer/program. Auxiliary aids and service 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.