

**Memorandum of Understanding
Between
WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas
And
Florida Department of Education, Division of Vocational Rehabilitation**

I. PARTIES

This Memorandum of Understanding (“MOU”) is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into between **WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas**, (hereafter referred to as “CareerSource Pinellas”) and **Florida Department of Education, Division of Vocational Rehabilitation** (hereafter referred to as the “Partner”).

II. PURPOSE

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

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Pinellas and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop system.

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

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

III. PROVISION OF SERVICES

- A. The Pinellas local area workforce board and the Pinellas Board of County Commissioners have designated CareerSource Pinellas to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Pinellas will perform the following functions:
 - 1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

SA-517

2. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA Adult, Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; Adult Education and Family Literacy; Perkins Act programs; and Vocational Rehabilitation.
 3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop system.
 4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop Career Centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
 5. Maintain the statewide "CareerSource" branding of each center.
 6. Maintain and operate at least one comprehensive One-Stop Center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
 7. Provide an area for the Partner's meetings and/or co-location as space permits.
 8. Maintain and operate at least one comprehensive One-Stop Career Center within the local workforce development area that shall be open to the public from 8:00am until 5:00pm, Monday through Friday (excluding recognized holidays and emergency situations).
 9. Model CareerSource Pinellas core values and maintain a professional working environment.
 10. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- B. The Partner will perform the following functions:
1. Coordinate with CareerSource Pinellas to provide access to its workforce services and programs through the One-Stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop system.
 2. Coordinate with CareerSource Pinellas to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop system.

SA-517

3. Coordinate with CareerSource Pinellas for the funding of the infrastructure costs of the One-Stop Career Centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.
5. Provide feedback to CareerSource Pinellas management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Pinellas staff.

IV. METHODS OF INTERNAL REFERRAL

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

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

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations apply to the other party.

SA-517

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-Stop Career Centers will be funded in accordance with the infrastructure cost agreement incorporated into this MOU as Attachment A.

VII. CONFIDENTIALITY

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

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

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

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

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

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

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SA-517

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

IX. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Local Workforce Development Board and the one-stop operator have no responsibility and/or liability for any actions of the One-Stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local Workforce Development Board or the one-stop operator.

X. DRUG AND ALCOHOL-FREE WORKPLACE

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

XI. TERM

This MOU is effective upon **July 1, 2022** through **June 30, 2024** and may be renewed for successive three-year terms upon written agreement by the parties. This MOU may be terminated by convenience at any time by either party upon thirty (30) days written notice. This MOU will be reviewed not less than every three years to ensure appropriate funding and delivery of services and reflect any changes in the signatory official of the board of CareerSource Pinellas, Partner, and Chief Elected Officials. Additionally, this MOU will be revised if substantial changes occur prior to the three-year renewal period. This MOU will not be considered executed without the signature of all parties.

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

SA-517

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

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

XV. DISPUTE RESOLUTION

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the CareerSource Pinellas's Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the CareerSource Pinellas Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the CareerSource Pinellas Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The CareerSource Pinellas Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pinellas Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

SA-517

6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CareerSource Pinellas Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

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SA-517

Attachment A

INFRASTRUCTURE FUNDING AGREEMENT

for the

ONE-STOP CAREER CENTER SYSTEM

between

WORKNET PINELLAS, INC., dba CAREERSOURCE PINELLAS

and

FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION

I. PARTIES

This Infrastructure Agreement (“IFA”) is made pursuant to the Workforce Innovation Act of 2014 (“the Act”) and is entered into by **Florida Department of Education, Division of Vocational Rehabilitation** (“Partner”) and CareerSource Pinellas (“CareerSource Pinellas”).

The contact information for Partner is as follows:

John Howell
813-233-3609
john.howell@vr.fldoe.org

II. PURPOSE

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

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program’s effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing

SA-517

financial, procurement, and facility costs, and

- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a regular basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One-Stop Centers. Below is the overall operating budget for the local One-Stop system:

CareerSource Pinellas One-Stop Operating Budget

PY'2021/2022

Description	Estimated IFA Budget	
Communications	\$	49,800.00
Utilities	\$	37,800.00
Office Rent/Lease	\$	148,780.00
Equip Rent/Lease	\$	31,740.00
Repairs & Maintenance	\$	2,755.00
Building Security	\$	588.00
Janitorial Services	\$	44,700.00
Copy Mach Usage/Maint	\$	2,364.00
Office Supplies	\$	4,272.00
Pest Control	\$	2,400.00
Operating Supplies	\$	1,800.00
IT Software/License/Maint	\$	1,200.00
Equipment <\$5,000	\$	12,000.00
Postage/Shipping	\$	2,400.00
Document Shredding	\$	900.00
Insurance	\$	38,557.00
Total Infrastructure Costs	\$	382,056.00
Total FTE's	\$	44.65
Cost Per FTE	\$	8,556.69

V. COST ALLOCATION METHODOLOGY

All required One-Stop Career Center Partners have agreed to provide access to their programs in the comprehensive centers and contribute infrastructure costs to those centers. These Partners are linked virtually through online service access to a program staff member via One-Stop Career Center resource rooms and through cross-trained front desk staff and other, physically co-located partner staff, who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services.

CareerSource Pinellas selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

SA-517

As outlined in the MOU, the costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

VI. PARTNER CONTRIBUTION

Below are the partner contribution costs:

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SA-517

Partner On-Site Representation Schedule							
CareerSource Pinellas							
Required Program Partner	Governance	Local Grantee	# of Staff	Total Weekly Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Worker and Youth Programs	DOL	CareerSource Pinellas	18	400.00	10.00	22.40%	\$85,566.85
Job Corps	DOL	Job Corps	1	40.00	1.00	2.24%	\$8,556.69
YouthBuild	DOL	CareerSource Pinellas	3	120.00	3.00	6.72%	\$25,670.06
Wagner-Peyser	DOL	CareerSource Pinellas	9.5	380.00	9.50	21.28%	\$81,288.51
Adult Education and Family Literacy and Perkins V†	DOE, DOL	Pinellas County School District	0	8.00	0.20	0.45%	\$1,711.34
State Unemployment Insurance (UI)**	DOL	CareerSource Pinellas	0	0.00	0.00	0.00%	\$0.00
Trade Adjustment Assistance (TAA)	DOL	CareerSource Pinellas	3	60.00	1.50	3.36%	\$12,835.03
Temporary Assistance for Needy Families (TANF)	DOL	CareerSource Pinellas	13	490.00	12.25	27.44%	\$104,819.40
Jobs for Veterans State Grants (Vets)	DOL, JVSG	CareerSource Pinellas	6	240.00	6.00	13.44%	\$51,340.11
Florida Department of Education, Division of Vocational Rehabilitation*	DOE	Vocational Rehabilitation	0	8.00	0.20	0.45%	\$1,711.34
Florida Department of Education, Division of Blind Services*	DOE	Blind Services	0	8.00	0.20	0.45%	\$1,711.34
Senior Community Service Employment Programs (SCSEP)*	DOL	American Association of Retired Persons	0	8.00	0.20	0.45%	\$1,711.34
Community Services Block Grants*	DOL	Pinellas Opportunity Council	0	8.00	0.20	0.45%	\$1,711.34
Housing and Urban Development - Employment and Training Programs*	DOL	St Petersburg Housing Authority	0	8.00	0.20	0.45%	\$1,711.34
Programs Authorized under Sec. 212 of the Second Chance Act of 2007*	DOL	People Empowering and Restoring Communities	0	8.00	0.20	0.45%	\$1,711.34
Totals			53.50	1,786.00	44.65	100.00%	\$382,056.00
Estimated Infrastructure Budget Total =		\$382,056.00	Total required to determine the Cost per FTE				
Infrastructure Contribution (Estimated)							
Estimated Cost per FTE = Estimated IFA Budget Total / Total FTEs							
Estimated Cost per FTE =		\$8,556.69	0				
Direct Linkage is defined as a minimum of 8 hours / week (.2 FTE) of time for access through technology							
Direct Linkage =		\$1,711.34	†Pinellas County School District Calculation				
			***Market Lease = \$23.66 sqft				
Estimated Partner Infrastructure Contribution			Current Lease = \$11.25 sqft				
			Difference = \$12.41 sqft				
Estimated Cost per FTE x Partner total FTEs			Annual Lease Total = \$124,031.25				
Notes:							
*Direct Linkage Partners		**Unemployment Compensation - not in AJC		***Average from Pinellas County Economic Development			
Note: The Pinellas County School District's contribution to support AJC infrastructure costs will be \$1,711.34. The actual cost of housing CareerSource Pinellas on the Pinellas County Schools' PTC St. Petersburg campus to conduct WIOA services exceeds the Pinellas County School District's commitment of the .20 FTE at the AJC.							

VII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for the review.

SA-517

CareerSource Pinellas will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to CareerSource Pinellas in writing. CareerSource Pinellas will review the disputed cost items and respond accordingly to the Partner. When necessary, CareerSource Pinellas will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop Career Centers, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

SA-517

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization/entity to be placed on CareerSource Pinellas website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CareerSource Pinellas will provide employment services to individuals participating in the partner programs and aggregated information to assist the partner in its evaluation of the effectiveness of programs, as it relates to the employment of students who have participated in partner programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource Pinellas will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the partner.

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

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

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and

SA-517

applicable State privacy laws.

- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All One-Stop Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

X. TERM

The Term of this IFA shall commence on **July 1, 2022**, or the date last executed by both parties, whichever is later, through **June 30, 2024**, and may be renewed for successive three-year terms upon written agreement between the parties. The parties agree to review this IFA no less than once every three-year period to ensure appropriate funding and delivery of services. This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this IFA. None of the Parties intend to directly or substantially benefit a third-party by this IFA. The Parties agree that there are no third-party beneficiaries to this IFA and that no third-party shall be entitled to assert a claim against any of the Parties based upon this IFA.

SA-517

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop Career Center system's organizational activity and accomplishments will rest with CareerSource Pinellas. Pursuant to the Act CareerSource Pinellas shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CareerSource Pinellas' Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

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

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the CEO of CareerSource Pinellas and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVI. STEPS TO REACH CONSENSUS

CareerSource Pinellas and the Partner conferred regarding the involvement of each partner at the CareerSource Pinellas centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CareerSource Pinellas proposed the initial Partner Contribution amount described above and the Partner concurred with its proposal. The parties discussed the best mechanism by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation section.

[signatures on the following page]

SA-517



MEMORANDUM OF UNDERSTANDING

XVII. SIGNATURES

IN WITNESS WHEREOF, authorized parties are executing this MOU as of the date set forth below.

Florida Department of Education, Division of Vocational Rehabilitation:

Signature [Handwritten Signature]
Brent McNeal, Director, Voc. Rehab.
Printed Name/Title
6/29/22
Date

Signature [Handwritten Signature]
Printed Name/Title
Date

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature [Handwritten Signature]
Barclay Hairless, Chair
Printed Name
06/28/2022
Date

WorkNet Pinellas, Inc. dba CareerSource Pinellas:

Signature [Handwritten Signature]
STEVEN MEIER / INTERIM CEO/CFO
Printed Name/Title
JUNE 22, 2022
Date

Chief Elected Official, Board of County Commissioners, Pinellas County, Florida:

Signature [Handwritten Signature]
Chair, Charlie Justice
Printed Name
June 21, 2022.
Date



APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

ATTEST: KEN BURKE, CLERK
By: [Handwritten Signature]