

Please be reminded pursuant to Section 3 of Article X of the Bylaws, no member of the Board shall cast a vote on any matter on which he or she has a conflict of interest as defined by federal or state law. Upon discovery of an actual or potential conflict of interest, the Board Member shall promptly disclose the actual or potential conflict of interest, promptly file a written statement of disqualification, shall withdraw from any further participation in the transaction involved, and shall abstain from voting on the matter. In the event of such disclosure or abstention, Article IX Section 3 shall govern the voting requirements on such matter.

Executive Committee Meeting Agenda

October 19, 2023 – 10:00 a.m.

Join the meeting via Microsoft Teams

Committee Members

Mark Barry, Mark Earl, Charles Gibbons, Joelle Neri, Lex Smith

Call to order Charles Gibbons, Chair

Public Comments

No requests from the public were received during the allotted time published in the Public Notice.

Action Items

1. Minutes from August 3, 2023, Executive Committee Meeting (Charles Gibbons) Page 2
2. Transfer of WIOA DW Funding to WIOA AD Funds (Jerome Salatino) Page 6
3. Addition to Demand Occupations List (Jerome Salatino) Page 8
4. Umbrella MOU (Jerome Salatino) Page 10
5. Training Provider Renewal (Jerome Salatino) Page 38

Information Items

1. Financial Reports (Theresa Miner) Page 39
2. Internal Control Questionnaire and Assessment (Jerome Salatino) Page 45
3. Regional Planning (Jerome Salatino) Page 63
4. Letter Grades (Jerome Salatino) Page 74

Discussion Items

1. Education and Industry Consortium (Jerome Salatino) Page 76

Chair Comments

CEO Comments

Adjournment



ACTION ITEM 1
Approval of Minutes

In accordance with Article VI, Section 2 of the approved bylaws, the Board is required to keep correct and complete minutes of the proceedings of any Board or Committee meeting.

Draft minutes of the August 3, 2023, Executive Committee Meeting are presented for review. Any modifications should be requested prior to approval.

FOR CONSIDERATION

Approval of August 3, 2023, Executive Committee Meeting Minutes, to include any modifications or changes noted by the Committee.

Executive Committee Meeting Minutes - DRAFT

August 3, 2023 – 10:00 a.m.

Committee Members**Present:** Mark Barry, Mark Earl, Charles Gibbons, Joelle Neri, Lex Smith**Absent:** None**Quorum Present:** Yes**Others Present:**PHWB Staff – Brenda Gause, Theresa Miner, Ken Russ, Jerome Salatino,
Jessica Weightman, Ania Williams

Pasco County – Steven Smith

Proceedings:

Meeting called to order at 10:02 a.m. by Chair, Charles Gibbons

Public Comments

No public comments were received.

Action Item 1 – Minutes from April 13, 2023, Executive Committee Meeting

Charles Gibbons asked the Committee members to review the minutes from the April 13, 2023, Executive Committee meeting for any corrections or comments. Hearing none, a motion was made to accept the minutes of the meeting.

MOTION was made by Mark Earl to approve the minutes.

MOTION was seconded by Lex Smith. MOTION carried 5-0.

Action Item 2 – Budget Modification #1

Committee members reviewed the operating budget for the program year 2023-2024. It is modification #1 to the preliminary budget and it is based on final expenses for the period ending June 30, 2023. This budget, with approval by the Executive Committee, will be sent to the Board of County Commissioners for Pasco and Hernando counties for their approval. The fully approved budget will be submitted to the state to meet the October 1 deadline.

MOTION was made by Mark Barry to approve the budget modification #1.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

Action Item 3 – Board Candidate – Christina Gray

The Committee reviewed the application for Board membership for Christina Gray to fill the vacancy under the business category in Hernando County.

MOTION was made by Mark Earl to approve the Board candidate recommendation for presentation to the Hernando County Board of County Commissioners.

MOTION was seconded by Mark Barry. MOTION carried 5-0.

Action Item 4 – Board Candidate – Stefanie Pontlitz

The Committee reviewed the application for Board membership for Stefanie Pontlitz to fill the vacancy under the Labor/Apprenticeship category in Pasco County.

MOTION was made by Mark Barry to approve the Board candidate recommendation for presentation to the Pasco County Board of County Commissioners.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

Action Item 5 – Board Candidate – Beth Galic

The Committee reviewed the application for Board membership for Beth Galic to fill the vacancy under the business category in Pasco County.

MOTION was made by Lex Smith to approve the Board candidate recommendation for presentation to the Pasco County Board of County Commissioners.

MOTION was seconded by Joelle Neri. MOTION carried 5-0.

Action Item 6 – Training Provider Renewal

The Committee reviewed the request to approve Rasmussen University to continue as training provider for the program year 2023-2024.

MOTION was made by Lex Smith to approve Rasmussen University as training provider.

MOTION was seconded by Mark Barry. MOTION carried 5-0.

Action Item 7 – Training Provider Renewal

The Committee reviewed the request to approve an additional 30-day extension for Ultimate Medical Academy to continue as training provider for the program year 2023-2024.

MOTION was made by Mark Barry to approve an additional 30-day extension for Ultimate Medical Academy to continue as training provider.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

Information Item 1 – Financial Reports

Theresa Miner reviewed the Financial Reports for the period 7/01/2022 through 6/30/2023.

Information Item 2 – Board Composition

Jerome Salatino provided an update on the current vacancies and the Board Composition.

Information Item 3 – Performance Review

Committee members reviewed Jerome Salatino's performance review for the program year 2022-2023. The Committee discussed accomplishments, special projects, performance, and program outcomes and successes based on negotiated goals.

With no further business to discuss, the meeting adjourned.

ACTION ITEM 2
Transfer of WIOA DW Funding to WIOA AD Funds

The Department of Economic Opportunity, Administrative policy # 118 requires board approval to transfer funds between Dislocated Workers and Adult funding streams. Transferring these funds are to utilize 2022 funding, which will expire on June 30, 2024, from Dislocated Workers to Adult. We will be able to serve additional adults by allowing this transfer and should not affect our ability to continue to service dislocated workers.

FOR CONSIDERATION

To approve the transfer of WIOA Dislocated Workers fund to WIOA Adult funds to allow us to serve additional adults for the period ending June 30, 2024, in addition to fully spending our dislocated funding which expires June 30, 2024.

Prior Approval Transfer Request Form - WIOA Adult and Dislocated Worker (DW) Programs
 From July 2023 through June 2024

LWDB Number and Name (Requestor): 16 Pasco Hernando Workforce Board, Inc.

Name / Title of Requestor Representative: Theresa H. Miner, CFO

Adult and Dislocated Worker Transfer Request

Program Year	Program	Total Award Amount	Amount of Adult Requested to be Spent on DW	Percentage of Adult Requested to be Spent on DW	Amount of DW Requested to be Spent on Adult	Percentage of DW Requested to be Spent on Adult
2024	Dislocated Worker	952,051.00	0.00	0	400,000.00	42%

COMPLETE THE BELOW SECTIONS FOR REQUESTS THAT EXCEED 25% OF THE PROGRAM'S ANNUAL ALLOCATION

Reason for requesting the use of one program's funding for the other (e.g. anticipated depletion of current funds, changes in labor market conditions, etc.):

Anticipated depletion of current Adult funds that are attributed to a low unemployment rate and a lesser demand for training Dislocated Workers.

A description of outreach/marketing activities conducted to ensure underserved populations were aware of available services:

Handouts, presentations to community partners, Social Media, program orientations and individual meetings with customers coming into Center, calling into Center or via the Live Chat Line

Labor market conditions contributing to the need for the transfer:

Although the August unemployment rate has risen 4/10th of a percent in Hernando County (3.7% August 2022/4.1% August 2023) and Pasco County has risen 5/10th percent (3.1% August 2022/3.6% August 2023), for an average unemployment rate of 3.85% for the Pasco Hernando region. With unemployment rates still being low, our region has a higher demand for assisting low income Adult.

The number of participants originally planned to be served by the base allocation compared to the estimated number of participants expected to be served after funds are transferred.

We had originally planned to serve 200 WIOA AD and 150 DW. Transferring the dollars from DW to AD will not change the numbers served significantly, but will allow us to better serve those in AD in the higher wage, higher demand positions. We anticipate this change allowing us to serve about 40 more adult customers.

COMPLETE THE BELOW CERTIFICATION FOR REQUESTS THAT EXCEED 25% OF THE PROGRAM'S ANNUAL ALLOCATION

I certify the following:

1. When transferring from Adult to Dislocated Worker - The LWDB has sufficient funds to serve the WIOA Adult priority populations.
2. When transferring from Dislocated Worker to Adult - The LWDB has sufficient Dislocated Worker funds to serve dislocated workers in the local area; there are no pending layoffs that may impact the need for dislocated workers in the local area.
3. The full board voted to approve this request to transfer funds and a copy of the LWDB's meeting minutes are included with this request.

I certify the above information is true and correct.

Signature of Board Chair

Charles Gibbons, Board Chair

Print Name

Date

ACTION ITEM 3

Addition to Demand Occupations List

The Labor Demand Occupations List (LDOL) highlights occupations expected to have the most openings in the future. The list includes occupations that are expected to have a greater need for workers than there are qualified people to fill those jobs. This list can be used to help make career and training decisions.

FloridaCommerce, Bureau of Labor Market Statistics (LMS) publishes Florida's statewide demand occupations list, and 24 local area demand occupations lists of high growth/high wage occupations annually. These lists are used by the local workforce development boards (LWDBs) to create their local demand occupations list (LDOL). A LDOL is a list of occupations that are in demand based on high growth and/or high wages in the local area. The LDOL can be modified to address economic conditions that are not reflected in the data gathered by the Federal and the State of Florida.

Local Staff explored ways to add occupations to the Demand Occupation List (DOL) using locally gathered data, as well as Federal and State data for the following occupation: Childcare Workers.

In order to offer On-The-Job (OJT) or other Training to a company or business, the occupation must be included on the Region's Demand Occupation List (RDOL). Many duties and positions need additional on-the-job training for first time learners and candidates to train in necessary skill sets, learn local policies and procedures that are job unique to local entities. Local on-site learning and experience occurs at the discretion of and willingness of managers to facilitate by providing time and space for "real world interaction" versus classroom scenarios. Such is the case with the occupation listed above. The requesting employer(s) are in good standing and wishes to use additional training that is sometimes mandated to increase its workforce.

The National Center for O*NET Development has identified "Bright Outlook" occupations, where new job opportunities are likely in the next several years. Bright Outlook occupations are expected to grow rapidly in the next several years, will have large numbers of job openings, or are new and emerging occupations. Childcare Workers are listed under "Bright Outlook" occupations.

Florida Commerce Insight shows CareerSource Pasco Hernando job opening projections from 2022-2030 as follows, as of website listing (listed below): Although Childcare Workers only show a .7 % growth rate and a median salary at \$11.31 an hour, ONET online shows an average wage of \$27,940 annually (\$13.43 hourly). While Childcare Workers on this chart show a slow but positive growth rate and although these occupations are not considered High Skill High Wage, there is definitely a demand in our area. Staff have met with the local Early Learning Coalition and it is estimated that there is a need for 100-125 Daycare Workers in our region. Average salary is \$14.00 per hour. Both would meet the criteria listed and highlighted below. If approved, staff will send to Department of Commerce for final approval and addition to our Regional Demand Occupations List.

Criteria listed below:

Workforce Development Area 16 - Hernando and Pasco counties	
<u>Selection Criteria:</u>	
1	FLDOE Training Code 3 (PSAV Certificate), 4 (Community College Credit/Degree), or 5 (Bachelor's Degree)
2	30 annual openings and positive growth
3	Mean Wage of \$16.08/hour and Entry Wage of \$13.07/hour
4	High Skill/High Wage (HSHW) Occupations:
	Mean Wage of \$25.19/hour and Entry Wage of \$16.08/hour

FOR CONSIDERATION

Approval to add the following occupation to the Pasco Hernando Demand Occupations List:

- 39-9011 Childcare Workers

JOBS BY OCCUPATION

WORKFORCE DEVELOPMENT AREA 16 - HERNANDO AND PASCO COUNTIES

SOC Code	SOC Title	<u>Employment</u>				Total Job Openings	2021 Median Hourly Wage (\$)*	<u>Education</u>	
		2022	2030	Growth	Percent Growth			FL**	BLS**
39-9011	Childcare Workers	1,038	1,045	7	0.7	1,150	11.31	PS	HS

From ONET OnLine

Florida Wages 39-9011.00 - Childcare Workers

Bright Outlook

In Florida:

- Workers on average earn **\$27,940**.
- 10% of workers earn **\$21,840 or less**.
- 10% of workers earn **\$34,520 or more**.

* Staff have had meetings with the Early Learning Coalition, and they see a need to hire 100-125 individuals. The average wage is \$29,120 (\$14 hour). This justifies adding to our RDOL and does not match the RDOL information provided by the Department of Commerce above.

ACTION ITEM 4

Umbrella MOU

Under Subtitle B, Section 121, of the Workforce Innovation and Opportunity Act (WIOA), the Local Workforce Development Board, with the agreement of the Chief Elected Official for that area, is required to develop and enter into the Memorandum of Understanding/Infrastructure Funding Agreement (MOU/IFA) with One Stop Partners.

The MOU/IFA will describe the services to be provided along with how the cost of such services will be funded. The MOU/IFA will also include the funding of infrastructure costs of one stop centers in accordance with subsection (h) as well as methods to ensure 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 are made available. MOU/IFA will be renewed every three years.

The attached MOU/IFA is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. Subsection 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014, by and between the mandatory WIOA partners (named below) and Pasco-Hernando Workforce Board (PHWB). The purpose of the MOU/IFA is to describe the cooperative workforce training, employment and economic development efforts of the parties and actions 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.

The MOU/IFA is intended to coordinate resources, prevent duplication, and ensure the effective and efficient delivery of workforce services in Pasco and Hernando County. As the designated regional Workforce Board representing Pasco and Hernando counties, the attached MOU/IFA is presented for the Board's review and approval.

The MOU/IFA is effective July 1, 2023, through June 30, 2026. The MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

REQUIRED PARTNERS

- **Department of Labor**

- ❖ **WIOA Title I Programs:**

- Adult, Dislocated Worker, and Youth formula programs;
- Job Corps;
- YouthBuild;
- Native American programs;
- Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);

- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
- ❖ Senior Community Service Employment Program (SCSEP) authorized under Title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of Title II of the Trade Act of 1974;
- ❖ Unemployment Compensation (UC) programs;
- ❖ Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of Title 38, U.S.C.;
- ❖ Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;
- **Department of Education**
 - ❖ Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA Title II;
 - ❖ Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
 - ❖ The State Vocational Rehabilitation (VR) Services program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV;
 - ❖ Division of Blind Services;
- **Department of Housing and Urban Development**
 - ❖ Employment and training programs;
- **Department of Health and Human Services**
 - ❖ Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
 - ❖ Temporary Assistance for Needy Families (TANF) program authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).
[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]
- **Additional One-Stop Partners**

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

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency

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

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

This Umbrella MOU, drafted by our attorney, was created to allow PHWB to add partners as separate individual addendums, instead of asking the Board to modify the MOU each time new partners are added. The Umbrella MOU includes the approved budget for the program year 2023-2024 and is intended to replace all the existing MOUs already in place with our current partners.

FOR CONSIDERATION

Approval and adoption of the Umbrella MOU to move forward with presentation to the Chief Elected Officials for Pasco and Hernando counties, and to enter into an agreement with the required partnering agencies through the use of individual addendums.



**UMBRELLA MEMORANDUM OF
UNDERSTANDING BETWEEN
PASCO HERNANDO WORKFORCE BOARD, INC. DBA CAREERSOURCE PASCO
HERNANDO AND ITS
PARTNERS**

This Umbrella Memorandum of Understanding (this “MOU”) between **Pasco Hernando Workforce Board, Inc.**, DBA CareerSource Pasco Hernando, a Florida non-profit corporation, PO Box 6589 Spring Hill, FL 34611 (“CareerSource Pasco Hernando”) and the Partners, as described within this MOU.

Local Workforce Development Board LWDB: **CareerSource Pasco Hernando, LWDB-16**
Chief Local Elected Official (CLEO) Name, Title: _____

WITNESSETH:

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

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

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

WHEREAS, CareerSource Pasco Hernando previously entered in a separate Memorandum of Understanding with each individual Partner that has automatically renewed each year unless otherwise terminated by either party; and

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

WHEREAS, this MOU requires the agreement and signature of the **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 7530 Little Road, New Port Richey, Florida 34654, and the **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 20 N Main Street # 460, Brooksville, Florida 34601 (“CEO”) per section 121(c) of WIOA; and

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

SECTION I: PARTIES

Parties to this agreement include CareerSource Pasco Hernando and the Partners as attached hereto

as separate individual addendums and incorporated herein by reference. The parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. All parties named within each individual addendum attached hereto shall collectively be referred to as the "Partners" and individually named referred to as "Partner."

SECTION II: PURPOSE

The purpose of this MOU is to describe the cooperative workforce training, employment, and economic development efforts of CareerSource Pasco Hernando and the Partners 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" delivery system. In addition, the Infrastructure funding establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Pasco Hernando, as applicable.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Hernando County, Florida, and Pasco County, Florida. In addition, this agreement will establish joint processes and procedures that will enable the Partners 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 within Hernando County, Florida, and Pasco County, Florida.

The parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. The PascoHernando Workforce Development Board, Inc., dba CareerSource Pasco Hernando has been designated by the chief elected official as the administrative entity, grant recipient, and fiscal agent.

The parties to this MOU attest authority to bind their respective Partner in a contractual agreement and hereby agree to the terms and conditions set forth in this MOU. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for the respective local areas. WIOA Section 134(c) lists the services and activities that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

SECTION III: LOCAL WORKFORCE SYSTEM

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

Mission

CareerSource Pasco Hernando enhances economic development efforts of our region by providing a well-trained, high quality workforce which supports the success of local businesses and improves the quality of life.

Vision

To serve as a catalyst in the community for promoting self-sufficiency through the development of a quality workforce.

Core Values

- ❖ Integrity. We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships, and actions.
- ❖ Customer Focused. We have a passion to serve. Our team is committed to understanding the needs of our customers, through a results-oriented approach known as concierge customer service.
- ❖ Accountability. We hold ourselves accountable for the equality and lasting results of our work, and for the commitments we make to our participants, employers, partners, stakeholders, and each other.
- ❖ Respect. We value everyone and treat people with dignity and professionalism.
- ❖ Collaboration. We value and celebrate teamwork, evident through our strong emphasis on partnership, engagement, and community development.
- ❖ Innovation. We go beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.

SECTION IV: COMPREHENSIVE CENTERS

CareerSource Pasco Hernando maintains (3) comprehensive center sites that are designed to provide a full range of assistance to job seekers, workers, and businesses under one roof. Established under the Workforce Investment Act of 1988 (WIOA) and continued by the Workforce Innovation and Opportunity Act (WIOA).

Comprehensive Centers

- 1) 16228 Spring Hill Drive, Brooksville, FL 34604
- 2) 4440 Grand Blvd., New Port Richey FL 34652
- 3) 15000 Citrus Country Dr., Suite 303 Dade City, FL 33525

SECTION V: ROLES AND RESPONSIBILITIES

A. WIOA Section 121(b) lists the minimum responsibilities of all required Partners under WIOA. For

consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.

1. Make career services provided under the Partner's program available to individuals through the area's delivery system in accordance with this MOU.
2. Participate in infrastructure cost-sharing activities as described in this MOU and use a portion of funds made available to each partner's program, to the extent not inconsistent with the federal law that authorizes each partner program to:
 - a. Create and maintain the delivery system; and
 - b. Provide career services per WIOA Section 134(c)(2).
3. Remain as a party to this MOU throughout the Agreement period in order to participate as a Partner per WIOA Section 121(c).
4. Participate in the operation of the system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
5. Required Partners may be asked to provide representation on the Board of CareerSource Pasco Hernando per WIOA Section 121(b)(1). Additional partners may participate on the Board of CareerSource Pasco Hernando with the agreement of other CareerSource Pasco Hernando Board members and the CEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the Board of CareerSource Pasco Hernando. One entity may provide representation on the Board of CareerSource Pasco Hernando for the program.
6. Coordinate to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials available through the One-Stop system.

B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:

1. Providing priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act prescribed in 38 USC 4215.
2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, and plans applicable to the Parties in their respective role under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agreed to notify CareerSource Pasco Hernando of any changes to the rules governing its respective program that impact the partner's performance under this MOU. CareerSource Pasco Hernando will communicate the changes to the operators and any other affected partners.
3. Each Partner ensuring compliance by its staff members who work in the One-Stop center with CareerSource Pasco Hernando policies and procedures. Should a conflict exist between the CareerSource Pasco Hernando personnel policies and a partner's personnel policies, the CareerSource Pasco Hernando's policies will prevail.
4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all Parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

C. All Parties to this agreement shall comply with:

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

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

Additionally, all parties shall collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in Subsection D: below, and agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

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

1. Effective communication, information sharing, and collaboration with CareerSource Pasco Hernando,
2. Joint planning, policy development, and system design processes,
3. Commitment to the joint mission, vision, goals, strategies, and performance measures,
4. Leveraging of resources, including other public agency and non-profit organization services,
5. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
6. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
7. Coordinate with CareerSource Pasco Hernando 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.

8. Coordinate with CareerSource Pasco Hernando 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.
 9. Coordinate with CareerSource Pasco Hernando 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.
 10. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
 11. Provide feedback to CareerSource Pasco Hernando management regarding the performance of the partnership, including its effectiveness and success.
- E. The CLEO has designated CareerSource Pasco Hernando to act as the administrative entity, grant recipient, and fiscal agent for Pasco and Hernando County. CareerSource Pasco Hernando will perform the following functions:
1. Review this MOU and solicit feedback from the Partners regarding improvements, changes, and/or additions, not less than once in every three-year period.
 2. Coordinate with the Partners 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 Partners 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 Partners 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. Model CareerSource Pasco Hernando’s core values, and maintain a professional working environment.
 9. Abide by all of its policies, rules, and procedures, and applicable Florida statutes and rules.

SECTION VI. PARTNERS INDIVIDUAL CONTRIBUTIONS

As detailed on individual exhibits attached hereto and incorporated herein by reference each individual Partner shall contribute their individual programs, subject to the terms and conditions of this MOU for the term of this MOU.

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if CareerSource Pasco Hernando and the CLEO approve the entity's participation. Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under Sect. 1148 of the Social Security Act (42 U.S.C 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

SECTION VII. METHODS OF REFERRAL

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop Partners for the services and activities described will be performed using the following methods:

1. Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary career and technical education to work readiness and ultimately employment.
2. Referrals between Partners for services and programs will be made in person, by telephone, through written communications (fax, e-mail, and paper referrals), or electronically through Internet systems or other connections. Some programs will use state or local-created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.
3. Internal cross-referral procedures continue to be developed and reassessed based upon the availability of funding, services, and program needs to ensure that high quality and convenient services are available to customers of the One-Stop system.

SECTION VIII. ACCESSIBILITY

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

1. One-Stop centers will maintain a culture of inclusiveness, and the physical characteristics of the facility both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high-traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking, including parking clearly marked for individuals with disabilities. Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.
2. CareerSource Pasco Hernando will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked, and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use," and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with CareerSource Pasco Hernando to post content through its website.
3. All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all CareerSource Pasco Hernando programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real-time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the region.
4. Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate, and be communicated with, on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

SECTION IX. INFORMATION SHARING

Partners agree that the collection, use, and disclosure of customers’ personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements. All One-Stop centers and Partners’ staff will be trained in the protection, use, and disclosure requirements governing PII, and any other confidential data for all applicable programs.

SECTION X. CONFIDENTIALITY

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

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

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

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

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

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

SECTION XI. MONITORING

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

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies;
2. Those laws, regulations, and policies are enforced properly;
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
4. Outcomes are accessed and analyzed periodically to ensure that performance goals are met;

5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All MOU terms and conditions are fulfilled.

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

SECTION XII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

The parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 1201 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.

SECTION XIII: INDEMNIFICATION

All parties to this MOU recognize that the partnerships formed under this MOU consist of various levels of government and not-for-profit entities. Each party to this MOU shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party assumes any responsibility for any other party, State or non-State, for the consequences of an act or omission of any third party. The Partners acknowledge CareerSource Pasco Hernando has no responsibility and/or liability for any actions of the One-Stop Center employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any actions of CareerSource Pasco Hernando. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Section 768.28, Florida Statutes.

SECTION XIV: FDOC FUNDING ASSURANCES

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the Florida Department of Commerce (DOC). The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below under the laws and regulations that govern their particular program state otherwise:

- A. Jobs for Veterans Act – Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 U.S.C. 2813.

- B. Americans with Disabilities – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act – If any activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, daycare, library services, or education to children under the age of eighteen (18).
- D. Drug-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.
- E. Ethics Laws – Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida’s ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with these laws.

SECTION XV: TERM

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

This MOU shall be effective upon execution by all parties and approval by the CLEO, and shall be for a term of three (3) years, to cover services provided retroactively from July 1, 2023, through June 30, 2026, unless otherwise termination as provided in this MOU, or extended as provided in this MOU.

SECTION XVI: ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING

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

A. One-Stop Resource Sharing/ Infrastructure Requirements:

WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the service delivery system must be described in this MOU. The methodologies described herein must be allowable under each Partner’s respective program and under all applicable federal and state rules – including the Office of Management and Budget (OMB) Circulars applicable to each Partner’s type of organization. The MOU must identify:

1. The shared One-Stop Costs;

2. The methodologies that will be used to determine each Partner's proportionate "fair share of those costs;"
3. The methodologies that will be used to allocate each Partner's fair share of costs across the cost categories; and
4. The method(s) each Partner will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, software, and/or other resources, or in-kind contributions from a third party.

B. One-Stop Operating Budget:

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

1. Applicable facility costs (such as rent).
2. Costs of utilities and maintenance.
3. Insurance and Office Supplies.
4. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
5. Technology to facilitate access to the One-Stop Centers, including technology used for the center's planning and outreach activities.
6. Local Workforce Development Boards (LDWB) may consider common identifier of costs as cost of One-Stop Infrastructure. One example of a common identifier is the cost of signage for American Job Centers (AJC) or One-Stop Centers (WIOA-Sect 121 (h)(4) and 20 CFR 678-700).

For purposes of equity and to allow predictability in budget planning, withdrawal, or reductions in the Partner's square footage usage at the comprehensive centers shall not relieve the Partner of the obligation to continue to support CareerSource Pasco Hernando's budget through the remainder of the current budget year. The projected annual budget is presented below.

Description	GL Account	Amount
Contracted Services	5225	213,915.00
One Stop Operator	5227	25,000.00
Insurance	5230	45,000.00
Staff Training	5340	0.00
Leases/Facilities	5400	332,275.00
Utilities	5410	42,247.00
Leases/Office Equipment	5420	36,540.00
Repairs & Maintenance	5425	60,000.00
Mobile Unit	5430	10,000.00
Communications - Internet	5440	35,000.00
Communications - Telephone	5441	24,000.00
Postage - Box rental	5445	5,000.00
Outreach	5450	5,000.00
Office Supplies	5460	5,000.00
Operating Supplies / Software	5470	177,000.00
Equipment < or= 5K	5475	15,000.00
Equipment > 5K	5480	0.00
TOTAL		1,030,977.00

C. Infrastructure Funding (IF)

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

D. Cost Allocation Methodology:

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

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

E. Method to Determine Benefit

Each Partner's individual addendum summarizes the Partner's program and the cost allocation basis used to determine the relative benefit received. This is based on the 2021-2022 budget, and will be adjusted annually for the term when each budget is annually completed. The terms and conditions below specifically identify the cost allocation basis.

F. Partner Contribution

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

1. Co-Located Partners – Annual Proportionate Share - For those Partner programs that are co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on occupied and common area square footage, as well as shared infrastructure and administrative costs. There are no mandatory partners included in this MOU who are c-located.
2. Non Co-Located Partners – Annual Proportionate Share - For those Partner programs that are not co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on the CareerSource Pasco Hernando full-time equivalent (FTE) to process co-enrollments with Wagner Peyer & WIOA Title I staff assisted services

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

A minimum of .10 of 1 FTE in CareerSource Pasco Hernando staff-assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$792,550.00, and dividing by 58.50 FTE, the number of staff located at the comprehensive centers. The table below reflects the estimated annual value of an FTE based on the number of days of staff-assisted services. On each Partner's individual addendum each individual Partner's proportionate contribution is detailed which is calculated on the above FTE calculation and the below chart. The Partner's proportionate share is reviewed semiannually and may result in a revision as detailed in the Subsection H. Cost Reconciliation below.

# of Days per Week	% of FTE	Annual Value of FTE Equivalent
½ Day	10% of 1 FTE	1,454.22
2 Day	20% of 1 FTE	2,908.44
3 Day	40% of 1 FTE	5,816.88
4 Day	60% of 1 FTE	8,725.32
5 Day	80% of 1 FTE	11,633.76
6 Day	100% of 1 FTE	14,542.20

G. Method of Funding Proportionate Share

A Partner may contribute cash, in-kind, or a combination thereof to fund their proportionate share of infrastructure costs. CareerSource Pasco Hernando will negotiate the method of funding with each Partner. The negotiation shall be completed by September 30th and will be appended to each Partner's exhibit in accordance with Section XVII. Modification of this MOU.

The contribution will be remitted to CareerSource Pasco Hernando as follows:

1. Cash: Where a Partner shall contribute cash, the Partner shall remit payment to CareerSource Pasco Hernando at: P.O. Box 6589, Spring Hill, FL 34609, Attention: Finance Department, no later than the due dates specified below. CareerSource Pasco Hernando will invoice the Partner prior to the due date.
2. In-Kind: Where a Partner shall contribute in-kind, the Partner shall email their in-kind schedule quarterly with supporting documents to Cathy Bravico at CCBravico@careersourcepascohernando.com or another contact designated by CareerSource Pasco Hernando no later than the due dates specified below. Partner in-kind contributions requires the prior approval of the CareerSource Pasco Hernando Chief Financial Officer, and shall follow the in-kind guidelines, as established by CareerSource Pasco Hernando and federal guidelines.
3. Due Dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

H. Cost Reconciliation

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

1. Co-Located Partner

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

-April 30th for July through December
-July 31st for January through June

- If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to the actual costs. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Pasco Hernando will continue to monitor the costs throughout the year, and will take into consideration any fluctuations when determining the subsequent year's proportionate share.
- Partners shall communicate any disputes with cost to CBravico@careersourcepascohernando.com or another contact designated by CareerSource Pasco Hernando within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute, and respond accordingly to the Partner within ten (10) days of receipt of notice of the Partner's dispute. When necessary CareerSource Pasco Hernando will modify the invoice upon resolution of the dispute. Such disputes will be resolved as provided in this MOU.

2. Non Co-Located Partner

- Semiannually, by the dues dates noted below, each Partner who is not co-located at the One-Stop Centers will email to CBravico@careersourcepascohernando.com or another contact designated by CareerSource Pasco Hernando customer information as agreed upon and permitted by the Partner.
- Due dates (if the due date falls on a weekend or holiday then it is due the following business day):

-January 10th for the period of July through December

-July 10th for the period of January through June

- Upon receipt of the above information, CareerSource Pasco Hernando shall update the Partner's allocation base (i.e. FTE equivalent), and apply the updated allocation base as described in the Cost Allocation Methodology section above, to determine the actual costs for the Partner. The Partners understand that the timeliness of CareerSource Pasco Hernando calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
- CareerSource Pasco Hernando shall email the Partner their updated pro-rated proportionate share by the following dates (if the due date falls on a weekend or holiday then it is due the following business day):
 - January 31st for the period July through December
 - July 31st for the period of January through June
- If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual costs. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Pasco Hernando will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining the subsequent year's proportionate share.
- Partners shall communicate any dispute with cost to CBravico@careersourcepascohernando.com within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute and respond accordingly to the Partner within fifteen (15) days of receipt of notice of the Partner's dispute. When necessary, CareerSource Pasco Hernando will modify the invoice upon resolution of the dispute. Such disputes shall be resolved as provided in this MOU.

SECTION XVII: MODIFICATION

A. Modification Reasons

Subject to CLEO approval, this MOU may be amended upon the mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

1. The addition or removal of a Partner from this MOU.
2. Removal or addition of program responsibilities for any Partner that administers more than one federal program.
3. The modification of the One-Stop contribution allocation system for a particular Partner as provided above in Section XVI: One-Stop Operating Budget and Infrastructure Funding

4. An extension of the effective ending date of this MOU.
5. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
6. A change in the services, service delivery method currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

B. Process of Modification

All parties agree that any modification or amendment for the reasons listed in 1, 2, and 3 of Subsection A: Modification Reasons need only be signed by the authorized representatives of CareerSource Pasco Hernando, and the affected Partner(s). All other reasons listed in Subsection A: Modification Reasons that will affect the responsibilities of all parties, require the signatures of all parties. All modifications or amendments will involve the following process:

1. The party seeking a modification will submit a written request with thirty (30) days advanced writing to either CareerSource Pasco Hernando or the affected Partner(s) that includes:
 - i. The requesting party's name.
 - ii. The reason(s) for the modification request.
 - iii. Each section of this MOU or the particular addendum that will require revision.
 - iv. The desired date for the modification to be effective.
 - v. The signature of the requesting party's authorized representative.
2. In the event that the written modification request involves reasons listed in 1, 2, and 3 of Subsection A: Modification Reasons, CareerSource Pasco Hernando will notify the affected Partner(s) or the affected Partner(s) will notify CareerSource Pasco Hernando of the intent to approve the written request and amend the particular addendum.
3. In the event that the written modification request involves the other reasons listed in Subsection A: Modification Reasons, CareerSource Pasco Hernando will notify all Partners of the intent to amend this MOU and will provide each Partner thirty (30) days from the date of the written notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a written response to CareerSource Pasco Hernando. Failure by a Partner to respond within the prescribed timeframe will be deemed that Partner's approval of the proposed changes.
4. In the event that a remaining Partner has questions and/or concerns regarding the proposed modification to this MOU or addendum, that Partner must list its questions and/or concerns in writing and submit the written request to the CEO of CareerSource Pasco Hernando within the specified timeframe above.
5. The CEO of CareerSource Pasco Hernando will review the listed questions and/or concerns and the CEO of CareerSource Pasco Hernando will issue a response within fifteen (15) days of receipt. If deemed necessary by the CEO of CareerSource Pasco Hernando, the written questions and/or concerns will be provided to all affected Partners, and/or a meeting with all affected Partners will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft to the MOU or the particular addendum.

6. The final, approved modification draft to the MOU or the particular addendum will be signed by the authorized representatives of the affected Partners, and then submitted to CareerSource Pasco Hernando for the final signature.
7. CareerSource Pasco Hernando will distribute copies of the fully executed amendment to this MOU or the particular addendum to all affected Partners.

C. Modification of Federal, State or Local Laws

All parties agree that any modification or amendment to any applicable laws or regulations affecting this MOU or any addendum to this MOU herein will result in the correlative modification of this MOU or addendum to this MOU without the necessity of a formal, written amendment. All parties agree that CareerSource Pasco Hernando may make necessary modifications to this MOU or addendum based on the modification or amendment to any applicable laws or regulations affecting this MOU or any addendum to this MOU without the written consent of the Partners upon twenty (20) days written notice.

D. Communication to Parties' Staff

All parties agree to communicate details of the modifications or amendments hereunder this Section XVII: Modification to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU in the performance of responsibilities under this MOU.

E. Deadline for Signatures

All modifications or amendments to this MOU that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU's term, and all modifications or amendments to a particular addendum between CareerSource Pasco Hernando and the affected Partners must be executed no later than forty-five (45) days from the end of the then-current State Fiscal Year.

SECTION XVIII: TERMINATION/ SEPARATION

A. MOU Termination:

This MOU will remain in effect until the end date provided above unless:

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specific herein and a new MOU must be negotiated.
3. The WIOA statute is repealed, or certain WIOA regulations as determined by the CLEO are repealed.
4. Local area designations are changed by the State of Florida and such designation changes the local area designation of CareerSource Pasco Hernando.

B. Partner Separation:

WIOA Section 121(c) mandates the execution of this MOU between CareerSource Pasco Hernando and the Partners. However, any single Partner may terminate its participation as a party to this MOU upon thirty (30) days' written notice to the CEO of CareerSource Pasco Hernando. In such an event, CareerSource Pasco Hernando will provide written notification to all remaining Partners and will amend the particular addendum with the terminating Partner. The termination of one or more Partners' participation as a party to this MOU will not result in the termination of this MOU unless the number or contribution of the terminating Partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. Effect of Termination

Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the CareerSource Pasco Hernando Board as a partner representative.

D. Partner Disqualification

An entity identified as a required Partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the CareerSource Pasco Hernando designated area and therefore no longer qualifies as a required Partner under WIOA Section 121(b)(1) must send written notice of the change in status to the CareerSource Pasco Hernando as soon as possible. In such an event, a formal modification to this MOU will be required. The entity may continue as an additional Partner if mutually agreed by CareerSource Pasco Hernando and the remaining Partners.

SECTION XIX: DISPUTE RESOLUTION

A. Overall Policy

It is central to the intent and purpose of this MOU and attached addendums that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in an ongoing dialogue and consultation to avoid disagreements, minimize the impact of any which may arise and resolve them collegially. All parties are advised to actively participate in local negotiations in a good-faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the dispute resolution process shall be followed as outlined below.

B. Dispute Resolution Process

It is the responsibility of CareerSource Pasco Hernando's CEO to mediate the dispute through informal dispute resolution processes. If that is not successful, the CEO of CareerSource Pasco Hernando will designate the CareerSource Paso Hernando Chair or another designee will coordinate the formal dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process. The formal dispute resolution process shall be as follows:

- i. The petitioner must send a notification to the CEO of CareerSource Pasco Hernando, the CareerSource Pasco Hernando Chair or other designee, and all parties to this MOU regarding the conflict within ten (10) business days.

- ii. The CareerSource Pasco Hernando Chair or other designee shall place the dispute on the agenda of a special meeting of the CareerSource Pasco Hernando Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. The dispute shall be resolved by 2/3 majority consent of the Executive Committee members present.
- iii. 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.
- iv. 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.
- v. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- vi. The CareerSource Pasco Hernando Chair or other designee will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed 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.
- vii. If a Partner has employed the formal dispute resolution process hereunder and has failed to reach a consensus on an issue pertaining to the funding, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.

C. Miscellaneous Provision

Formal dispute resolutions shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this MOU is subject to the laws of the State of Florida, venue shall be in the state courts of exclusive, competent jurisdiction of Pasco County, Florida, and Hernando County, Florida. If there is a conflict of venue between Pasco County, Florida, and Hernando County, Florida, the county in which the cause of action accrued shall be the county for venue purposes. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceedings under this MOU. The above formal dispute resolution processes are designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU or during the effective term of this MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of this MOU or carrying out this MOU that is not easily coming to a point of resolution.

SECTION XX: AUTHORITY AND SIGNATURES

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

SECTION XXI: SEVERABILITY

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the State of Florida. Should any portion of this MOU be found enforceable by operation of statute or by administrative or judicial decision, it is the intention of all parties that the remaining portions of this MOU and any addendum hereto will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

SECTION XXII: MERGER

This MOU and attached addendums constitute and express 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.

SECTION XXIII: THIRD PARTY BENEFICIARY

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

SECTION XXIV: GOVERNANCE

The accountability and responsibility for the One-Stop system's organizational activity and accomplishments will rest with CareerSource Pasco Hernando and the Pasco and Hernando County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local board partnership with the CLEO shall conduct oversight with respect to the One-Stop system. Any dispute concerning the MOU will be resolved in accordance with Section XIX: Dispute Resolution.

SECTION XXV: COUNTERPARTS

This MOU may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

BY HAND SUBSCRIBED, this Umbrella Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between CareerSource Pasco Hernando, the Partners, the Pasco County Board of County Commissioners, and the Hernando County Board of County Commissioners, relating to the operation of the One-stop delivery system in the local area. See CFR 463.500.

Pasco Hernando Workforce Board, Inc. dba CareerSource Pasco Hernando

Signature

Print Name

Title

Date

BY HAND SUBSCRIBED, this Umbrella Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between CareerSource Pasco Hernando, the Partners, the Pasco County Board of County Commissioners, and the Hernando County Board of County Commissioners, relating to the operation of the One-stop delivery system in the local area. See CFR 463.500.

Hernando County Board of County Commissioners

Signature

Print Name

Title

Date

BY HAND SUBSCRIBED, this Umbrella Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between CareerSource Pasco Hernando, the Partners, the Pasco County Board of County Commissioners, and the Hernando County Board of County Commissioners, relating to the operation of the One-stop delivery system in the local area. See CFR 463.500.

Pasco County Board of County Commissioners

Signature

Print Name

Title

Date

ACTION ITEM 5
Training Provider Renewal

The Pasco Hernando Workforce Board (PHWB), under the Workforce Innovation Opportunity Act (WIOA), must approve training providers where WIOA funds are used. One (1) school and/or institution has applied under this action.

The school is licensed, in good standing, and the programs offered are in line with the Regional Targeted Occupations List.

The provider was initially approved on a 60-day basis at the June 8, 2023, PHWB Board Meeting but submitted the final documentation after the 60-day deadline.

FOR CONSIDERATION

Approval of Metropolitan Technical Career Institute to continue as training provider for the 2023-24 program year.

INFORMATION ITEM 1
Financial Reports

The following item is presented as information for the Committee.

No action is required.

Pasco Hernando WFB 16
Statement of Financial Position - Unposted Transactions Included In Report
As of 8/31/2023
(In Whole Numbers)

	Beginning Year Balance	Current Year Balance	YTD Change
Assets			
Current Assets			
Cash - Operating	140,248.00	290,020.00	149,772.00
Global Cash Card	60,000.00	0.00	(60,000.00)
Cash - Corporate Unrestricted	58,267.00	69,025.00	10,758.00
Cash - Money Market	52,865.00	52,866.00	1.00
Cash - Payroll	1,065.00	1,972.00	907.00
BB&T Banking Solutions	756,685.00	1,078,102.00	321,417.00
Prepaid Expenses	69,452.00	0.00	(69,452.00)
Deposits	72,137.00	63,442.00	(8,695.00)
Grants Receivable	1,353,197.00	0.00	(1,353,197.00)
Employee Benefit Receivables	896.00	656.00	(240.00)
Total Current Assets	2,564,811.00	1,556,083.00	(1,008,728.00)
Long-term Assets			
Fixed Assets - Computer Equipment	286,407.00	286,407.00	0.00
Fixed Assets - Furniture & Fixtures	7,742.00	7,742.00	0.00
Fixed Assets - Office Equipment	110,214.00	110,214.00	0.00
Fixed Assets - Vehicles	317,082.00	317,082.00	0.00
Fixed Assets - Software	62,900.00	62,900.00	0.00
Accumulated Depreciation	(753,431.00)	(753,431.00)	0.00
Total Long-term Assets	30,815.00	30,915.00	100.00
Total Assets	<u>2,595,726.00</u>	<u>1,586,997.00</u>	<u>(1,008,729.00)</u>
Liabilities			
Short-term Liabilities			
Sales Tax Payable	0.00	0.00	0.00
Accounts Payable - Vendors	364,745.00	11,900.00	(352,845.00)
Accrued Expenses	100,904.00	382.00	(100,522.00)
Contracts Payable	238,200.00	307,566.00	69,366.00
Benefits Payable	64.00	218.00	154.00
Payroll Taxes Payable	0.00	0.00	0.00
Workers Comp Liability	3,793.00	(1,614.00)	(5,407.00)
Accrued Wages	68,860.00	0.00	(68,860.00)
Accrued Leave	218,304.00	80,403.00	(137,901.00)
Non -Current Accrued Compensated Balances	153,811.00	153,811.00	0.00
Accrued Payroll Taxes	28,435.00	12,743.00	(15,692.00)
Accrued Pension	17,431.00	15,029.00	(2,402.00)
Deferred Grant Revenue	149,932.00	2,900.00	(147,032.00)
Total Short-term Liabilities	<u>1,344,478.00</u>	<u>583,338.00</u>	<u>(761,140.00)</u>
Total Liabilities	<u>1,344,478.00</u>	<u>583,338.00</u>	<u>(761,140.00)</u>
Net Assets	<u>1,251,248.00</u>	<u>1,003,659.00</u>	<u>(247,589.00)</u>
Total Net Assets	<u>1,251,248.00</u>	<u>1,003,659.00</u>	<u>(247,589.00)</u>
Total Liabilities and Net Assets	<u>2,595,726.00</u>	<u>1,586,997.00</u>	<u>(1,008,729.00)</u>

Pasco Hernando WFB 16
Statement of Revenues and Expenditures - Unposted Transactions included In Report
From 8/1/2023 Through 8/31/2023
(In Whole Numbers)

	Original	Current Year Actual	Burn Rate Remaining - Original
Operating Revenue			
Grant Revenue	11,106,244	1,149,370	0
Pasco County BCC	700,000	0	0
Ticket to Work	100,000	0	0
Tobacco Free America	50,000	713	0
Interest Income	0	2,158	
Other Income	<u>0</u>	<u>0</u>	
Total Operating Revenue	<u>11,956,244</u>	<u>1,152,241</u>	0
 Total Revenue	 <u>11,956,244</u>	 <u>1,152,241</u>	 0
Expenditures			
Personnel Expenses	5,186,291	596,984	0
Allocation Costs	0	0	
Insurance	111,025	17,470	0
One Stop Operator	25,000	2,121	0
Program Expenses	4,314,000	528,170	0
Professional Fees	352,712	29,960	0
Supplies	268,820	44,110	0
Telephone	99,941	27,772	0
Postage & Shipping	8,600	305	0
Occupancy	588,323	102,596	0
Maintenance & Repairs	72,950	23,483	0
Equipment Rental	39,270	8,042	0
Travel & Training	51,530	3,759	0
Dues & Subscriptions	6,100	5,505	1
Outreach	0	0	
Equipment < \$5,000	12,500	9,552	1
Capital Expenditures	<u>0</u>	<u>0</u>	
Total Expenditures	<u>11,137,061</u>	<u>1,399,829</u>	0
 Net Revenue Over	 <u>819,183</u>	 <u>(247,588)</u>	 (0)

Pasco Hernando WFB 16
Statement of Activities -
Unposted Transactions Included
From 8/1/2023 Through 8/31/2023
(In Whole Numbers)

	Apprenticeship	Corporate	PCBCC	Indirect Pool	NCPEP	Other Pooled Costs	RESEA	SNAP	VETS	Wagner Peyser	WIOA AD
Revenue											
Grant Revenue.	3,300.00	0.00	0.00	0.00	13,354.00	0.00	38,964.00	19,348.00	15,743.00	93,617.00	267,000.00
Other Revenue	<u>0.00</u>	<u>713.00</u>	<u>2,158.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Revenue	<u>3,300.00</u>	<u>713.00</u>	<u>2,158.00</u>	<u>0.00</u>	<u>13,354.00</u>	<u>0.00</u>	<u>38,964.00</u>	<u>19,348.00</u>	<u>15,743.00</u>	<u>93,617.00</u>	<u>267,000.00</u>
Expenditures											
Personnel	5,699.00	1,020.00	36,280.00	121,576.00	2,835.00	226,684.00	27,300.00	13,143.00	512.00	0.00	49,087.00
Program Expenses	0.00	0.00	11,208.00	0.00	297,097.00	0.00	0.00	0.00	0.00	0.00	66,279.00
Professional Services	16.00	1,707.00	59.00	4,283.00	184.00	17,978.00	92.00	17.00	1.00	0.00	98.00
One Stop Operator	0.00	0.00	0.00	0.00	0.00	2,121.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	318.00	0.00	17,152.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	350.00	1,845.00	0.00	864.00	0.00	0.00	0.00	0.00	350.00
Leases	0.00	0.00	0.00	1,437.00	0.00	87,677.00	0.00	0.00	0.00	0.00	0.00
Utilities & other Facility Costs	0.00	0.00	0.00	530.00	0.00	17,915.00	0.00	0.00	0.00	0.00	0.00
Software License renewals	4.00	375.00	2,417.00	5,116.00	31.00	12,425.00	(511.00)	62.00	0.00	0.00	3,451.00
Communications	0.00	0.00	0.00	957.00	0.00	25,433.00	0.00	0.00	819.00	0.00	358.00
Repairs and Maintenance	0.00	0.00	0.00	569.00	0.00	22,447.00	0.00	0.00	0.00	0.00	0.00
Office Expenses	0.00	505.00	0.00	305.00	0.00	5,001.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	287.00	0.00	9,264.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	1,837.00	329.00	11,692.00	(137,243.00)	914.00	0.00	8,798.00	5,085.00	19,183.00	15,068.00	19,203.00
Program Costs Pool	1,989.00	355.00	12,663.00	0.00	990.00	(148,632.00)	9,528.00	8,106.00	7,188.00	29,906.00	20,797.00
Business Services Pool	0.00	0.00	0.00	0.00	0.00	(88,978.00)	12,347.00	1,446.00	0.00	0.00	10,500.00
One Stop Cost Pool	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>879.00</u>	<u>(207,351.00)</u>	<u>8,465.00</u>	<u>0.00</u>	<u>4,614.00</u>	<u>121,348.00</u>	<u>0.00</u>
Total Expenditures	<u>9,544.00</u>	<u>4,290.00</u>	<u>74,669.00</u>	<u>(20.00)</u>	<u>302,930.00</u>	<u>0.00</u>	<u>66,019.00</u>	<u>27,857.00</u>	<u>32,317.00</u>	<u>166,322.00</u>	<u>170,124.00</u>

Pasco Hernando WFB 16
Statement of Activities -
Unposted Transactions Included
From 8/1/2023 Through 8/31/2023
(In Whole Numbers)

	Apprenticeship	WIOA DW	WIOA NEG	WIOA Supplement & Incentives	WIOA Youth	Welfare Transition	TAA
Revenue							
Grant Revenue.	3,300.00	134,871.00	2,009.00	0.00	94,981.00	465,613.00	570.00
Other Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Revenue	<u>3,300.00</u>	<u>134,871.00</u>	<u>2,009.00</u>	<u>0.00</u>	<u>94,981.00</u>	<u>465,613.00</u>	<u>570.00</u>
Expenditures							
Personnel	5,699.00	24,325.00	1,625.00	4,016.00	8,335.00	74,548.00	0.00
Program Expenses	0.00	13,810.00	1,194.00	0.00	120,211.00	18,372.00	0.00
Professional Services	16.00	61.00	1.00	(2.00)	16.00	5,449.00	0.00
One Stop Operator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	350.00	0.00	0.00	0.00	0.00	0.00
Leases	0.00	0.00	0.00	0.00	2,819.00	0.00	0.00
Utilities & other Facility Costs	0.00	0.00	0.00	0.00	260.00	0.00	0.00
Software License renewals	4.00	0.00	288.00	51.00	90.00	20,285.00	27.00
Communications	0.00	0.00	0.00	0.00	204.00	0.00	0.00
Repairs and Maintenance	0.00	0.00	0.00	0.00	467.00	0.00	0.00
Office Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	1,837.00	14,577.00	524.00	1,294.00	3,835.00	34,904.00	0.00
Program Costs Pool	1,989.00	15,787.00	567.00	1,402.00	4,153.00	35,202.00	0.00
Business Services Pool	0.00	22,701.00	0.00	0.00	3,769.00	38,214.00	0.00
One Stop Cost Pool	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>72,045.00</u>	<u>0.00</u>
Total Expenditures	<u>9,544.00</u>	<u>91,612.00</u>	<u>4,199.00</u>	<u>6,761.00</u>	<u>144,159.00</u>	<u>299,019.00</u>	<u>27.00</u>

CASH BY FUNDING SOURCE

Fund Code	Fund Title	Debit Balance	Credit Balance
003	WIOA - Adult 41524	148,625.50	
022	Rapid Response 42830		6,698.98
062	WIOA DW 41548	43,294.69	
072	WIOA Youth 41378	47,038.90	
081	Wagner Payer NFA 040439		0.01
083	WP NFA 41603		72,705.03
084	NAVIGATOR NFA 41683		6,199.51
092	WTP 41500,41915	143.79	
093	WTP - 42773	167,007.83	
102	SNAP 41970		9,031.82
110	NEG - OPIOID NFA 39432		2,216.53
152	LVER NFA 42214		6,047.32
162	DVOP NFA 42345		10,497.16
322	TAA NFA 41988, 42005	543.71	
700	Corporate/Unrestricted	921,739.65	
710	NCPEP41461,41557,41924	8,354.25	
711	NCPEP 42757, 42758		138,843.89
802	RESEA NFA 41945		27,850.17
845	Back to Work	106,612.15	
850	Accrued Leave	263,431.94	
900	Board Governance/Admin Indirect Cost Pool	16,846.18	
901	Program Cost Pool		44,816.04
902	Business Services Cost Pool		22,251.20
903	One Stop Cost Pool	<u>115,503.77</u>	
Report Total		<u>1,839,142.36</u>	<u>347,157.66</u>

Report Difference	<u>1,491,984.70</u>
-------------------	---------------------

CASH BY GL CODE

GL Code	GL Title	Debit Balance	Credit Balance
1000	Cash - Operating	290,019.62	
1005	Cash - Corporate Unrestricted	69,025.35	
1010	Cash - Money Market	52,865.98	
1015	Cash - Payroll	1,971.88	
1020	Truist Banking Solutions	<u>1,078,101.87</u>	
Report Total		<u>1,491,984.70</u>	<u>0.00</u>

INFORMATION ITEM 2
Internal Control Questionnaire and Assessment

The following item is presented as information for the Committee.

No action is required.

2023-2024 Internal Control Questionnaire and Assessment

**Bureau of Financial Monitoring and Accountability
Florida Department of Commerce**

September 25, 2023

FLORIDACOMMERCE

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
www.floridajobs.org

TABLE OF CONTENTS

OVERVIEW	3
Control Environment.....	7
Risk Assessment.....	9
Control Activities	11
Information and Communication	14
Monitoring Activities.....	15
Attachment A	17

OVERVIEW

Introduction and Purpose

The Internal Control Questionnaire and Assessment (ICQ) was developed by the Florida Department of Commerce (FloridaCommerce), Bureau of Financial Monitoring and Accountability, as a self-assessment tool to help evaluate whether a system of sound internal control exists within the Local Workforce Development Board (LWDB). An effective system of internal control provides reasonable assurance that management's goals are being properly pursued. Each LWDB's management team sets the tone and has ultimate responsibility for a strong system of internal control.

The self-assessment ratings and responses should reflect the controls in place or identify areas where additional or compensating controls could be enhanced. When the questionnaire and the certification are complete, LWDB's submit them to FloridaCommerce by uploading to SharePoint.

Definition and Objectives of Internal Control

Internal control is a process, effected by an entity's board of directors, management, and other personnel, designed to provide "reasonable assurance" regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations

The concept of reasonable assurance implies the internal control system for any entity will offer a reasonable level of assurance that operating objectives can be achieved.

Need for Internal Control

Internal control helps to ensure the direction, policies, procedures, and practices designed and approved by management and the governing board are put in place and are functioning as designed/desired. Internal control should be designed to achieve the objectives and adequately safeguard assets from loss or unauthorized use or disposition, and to provide assurance that assets are used solely for authorized purposes in compliance with federal and state laws, regulations, and program compliance requirements. Additionally, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, § 200.303 Internal controls, states:

The non-federal entity must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with Federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statutes, regulations, and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive, or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

What Internal Control Cannot Do

As important as an internal control system is to an organization, an effective system will not guarantee an organization's success. Effective internal control can keep the right people, such as management and the governing board members, informed about the organization's operations and progress toward goals and objectives. However, this control cannot protect against economic downturns or make an understaffed entity operate at full capacity. Internal control can only provide reasonable, but not absolute, assurance the entity's objectives can be met. Due to limitations inherent to all internal control systems, breakdowns in the internal control system may be caused by a simple error or mistake, or by faulty judgments made at any level of management. In addition, control may be circumvented by collusion or by management override. The design of the internal control system is dependent upon the resources available, which means there must be a cost-benefit analysis performed as part of designing the internal control system.

Five Components of Internal Control

- **Control Environment** – is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. The board of directors and senior

management establish the tone at the top regarding the importance of internal control and expected standards of conduct.

- **Risk Assessment** – involves a dynamic and iterative process for identifying and analyzing risks to achieving the entity’s objectives, forming a basis for determining how risks should be managed. Management considers possible changes in the external environment and within its own business model that may impede its ability to achieve objectives.
- **Control Activities** – are the actions established by policies and procedures to help ensure that management directives mitigate risks so the achievement of objectives are carried out. Control activities are performed at all levels of the entity and at various stages within business processes, and over the technology environment.
- **Information and Communication** – are necessary for the entity to carry out internal control responsibilities in support of achieving its objectives. Communication occurs both internally and externally and provides the organization with the information needed to carry out day-to-day internal control activities. Communication enables personnel to understand internal control responsibilities and their importance to the achievement of objectives.
- **Monitoring** – are ongoing evaluations, separate evaluations, or some combination of the two used to ascertain whether the components of internal controls, including controls to affect the principles within each component, are present and functioning. Findings are evaluated and deficiencies are communicated in a timely manner, with serious matters reported to senior management and to the board of directors.

Makeup of the ICQ

Subsequent sections of this document emphasize the “17 Principles” of internal control developed by the COSO and presented in the Internal Controls – Integrated Framework. The five components of internal control listed above are fundamentally the same as the five standards of internal control and reflect the same concepts as the “Standards for Internal Control in the Federal Government.”

The principles are reflected in groupings of questions related to major areas of control focus within the organization. Each question represents an element or characteristic of control that is or can be used to promote the assurance that operations are executed as management intended.

It should be noted that entities may have adequate internal control even though some or all of the listed characteristics are not present. Entities could have other appropriate internal control operating effectively that are not included here. The entity will need to exercise judgment in determining the most appropriate

and cost effective internal control in any given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.

Completing the Questionnaire

On a scale of 1 to 5, with “1” indicating the area of greatest need for improvements in internal control and “5” indicating that a very strong internal control exists, select the number that best describes your current operating environment. Please provide details in the comments/explanations column for each statement with a score of 1 or 2. **For questions requiring a narrative, please provide in the comments/explanations column.**

Certification of Self-Assessment of Internal Controls

Attachment A, includes a certification which should be completed and signed by the LWDB Executive Director, reviewed, and signed by the LWDB Chair or their designee, and uploaded to SharePoint.

CONTROL ENVIRONMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 1. The organization demonstrates a commitment to integrity and ethical values.							
1.	The LWDB's management and board of directors' commitment to integrity and ethical behavior is consistently and effectively communicated throughout the LWDB, both in words and deeds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	The LWDB has a code of conduct and/or ethics policy that is periodically updated and has been communicated to all staff, board members, and contracted service providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	When the LWDB hires employees from outside of the organization the person is trained or made aware of the importance of high ethical standards and sound internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	The LWDB management has processes in place to evaluate the performance of staff and contracted service providers against the expected standards of conduct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 2. The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal controls.							
5.	The board of directors define, maintain, and periodically evaluate the skills and expertise needed among its members to enable them to question and scrutinize management's activities and present alternate views, and act when faced with obvious or suspected wrongdoing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	The board of directors oversees the LWDB's design, implementation, and operation of the organizational structure so the board of directors can fulfil its responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	The board of directors and/or audit committee maintains a direct line of communication with the LDWB's external auditors and internal monitors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	The board of directors establishes the expectations and evaluates the performance of the chief executive officer or equivalent role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 3. Management establishes, with LDWB oversight, organizational structure, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.							
9.	Management periodically reviews and modifies the organizational structure of the LWDB in light of anticipated changing conditions or revised priorities. Please provide the date of last review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Specific lines of authority and responsibility are established to ensure compliance with federal and state laws and regulations and a proper segregation of duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	The LWDB management maintains documentation of controls, including changes to controls, to meet operational needs and retain organizational knowledge.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 4. The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.							
12.	The LWDB's recruitment processes are centered on competencies necessary for success in the proposed role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	The LWDB provides training opportunities or continuing education to develop and retain sufficient and competent personnel. Training includes a focus on managing awards in compliance with federal and state statutes, regulations, and the terms and conditions of the award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	The LWDB has succession plans for senior management positions and contingency plans for assignments of responsibilities important for internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 5. The organization evaluates performance and holds individuals accountable for their internal control responsibilities in the pursuit of objectives.							
15.	Job descriptions include appropriate knowledge and skill requirements for all employees. Components of performance expectations are consistent with federal and state requirements applicable to each position. For all employees, the LWDB regularly evaluates performance and shares the results with the employee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

16.	The LWDB has mechanisms in place to ensure that all required information is timely published to the LWDB's website in a manner easily accessed by the public in compliance with laws, regulations, and provisions of grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	The LWDB's management structure and tone at the top helps establish and enforce individual accountability for performance of internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	The LWDB has policies, processes and controls in place to evaluate performance and promote accountability of contracted service providers (and other business partners) and their internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RISK ASSESSMENT

RISK ASSESSMENT		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
Principle 6. The organization defines objectives clearly to enable the identification of risks and define risks tolerances.							
19.	Management establishes a materiality threshold for each of its major objectives and identifies risk at each location where the LWDB conducts activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Management uses operational objectives as a basis for allocating the resources needed to achieve desired operational and financial performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	The LWDB sets entity-wide financial reporting controls and assesses the risks that those controls will not prevent material misstatements, errors, or omissions in the financial statements. Financial reporting controls are consistent with the requirements of federal awards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 7. The organization identifies risks to the achievement of its objectives across the organization and analyzes risks as a basis for determining how the risks should be managed.							
22.	Management ensures that risk identification and analysis consider internal and external factors and their potential impact on the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RISK ASSESSMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	Comments/Explanations
23.	The LWDB adequately and effectively manages risks to the organization and has designed internal controls in order to mitigate the known risks. What new controls, if any, have been implemented since the prior year and which organizational risks do they mitigate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	The LWDB's risk identification/assessment is broad and includes both internal and external business partners and contracted service providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 8. The organization considers the potential for fraud in assessing risks to the achievement of objectives.							
25.	The LWDB periodically performs an assessment of each of its operating locations' exposure to fraudulent activity and how the operations could be impacted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	The LWDB's assessment of fraud risks considers opportunities for: <ul style="list-style-type: none"> • unauthorized acquisition, use and disposal of assets; • altering accounting and reporting records; • corruption such as bribery or other illegal acts; and • other forms of misconduct, such as waste and abuse. Provide a narrative of the system/process for safeguarding cash on hand, such as prepaid program items (i.e. gas cards, Visa cards) against unauthorized use/distribution.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 9. The organization identifies, assesses, and responds to changes that could significantly impact the system of internal control.							
27.	The LWDB has mechanisms in place to identify and react to significant changes presented by internal conditions including the LWDB’s programs or activities, oversight structure, organizational structure, personnel, and technology that could affect the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28.	The LWDB has mechanisms in place to identify and react to significant changes presented by external conditions including governmental, economic, technological, legal, regulatory, and physical environments that could affect the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29.	Considering significant changes affecting the LWDB, existing controls have been identified and revised to mitigate risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTROL ACTIVITIES

						Self-Assessment of Policies, Procedures, and Processes	Comments/Explanations
						Weak Strong	
						1 2 3 4 5	
Principle 10. The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.							
30.	The LWDB has a written business continuity plan which includes contingencies for business processes, assets, human resources, and business partners, and is periodically evaluated and updated to ensure continuity of operations to achieve program objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Controls employed by the LWDB include authorizations, approvals, comparisons, physical counts, reconciliations, supervisory controls, and ensure allowable use of funds. What type of training is provided to program and administration staff to ensure the allowable use of grant funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 11. The organization selects and develops general control activities over technology to support the achievement of objectives.							
32.	The LWDB periodically (e.g., quarterly, semiannually) reviews system privileges and access controls to the different applications and databases within the IT infrastructure to determine whether system privileges and access controls are appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33.	Management selects and develops control activities that are designed and implemented to restrict technology access rights to authorized users commensurate with their job responsibilities and to protect the organization’s assets from external threats.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.	Management has identified the appropriate technology controls that address the risks of using applications hosted by third parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35.	The LWDB has considered the protection of personally identifiable information (PII), as defined in section 501.171(1)(g)1, F.S., of its employees, participants/clients and vendors, and have designed and implemented policies that mitigate the associated risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
36.	The LWDB has established organizational processes and procedures to address cybersecurity risks to its critical information infrastructure. (Reference: National Institute of Standards and Technology (NIST) Cybersecurity Framework) What measures are being taken to address the risk of cybersecurity in the organization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 12. The organization deploys control activities through policies that establish what is expected and procedures that put policies into action.							
37.	The LWDB has policies and procedures addressing proper segregation of duties between the authorization, custody, and recordkeeping for the following tasks, if applicable: Prepaid Program Items (Participant Support Costs), Cash/Receivables, Equipment, Payables/Disbursements, Procurement/Contracting, and Payroll/Human Resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	The LWDB has written procedures that minimize the time elapsing between the receipt of advanced funds and disbursement of funds as required by 2 CFR 200.305(b)(1).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39.	The LWDB has processes to ensure the timely submission of required reporting (i.e., financial reports, performance reports, audit reports, internal monitoring reviews, or timely resolution of audit findings).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
40.	The LWDB has a records retention policy and has implemented internal controls to ensure all records are retained, safeguarded, and accessible, demonstrating compliance with laws, regulations, and provisions of contracts and grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
41.	LWDB periodically reviews policies, procedures, and related control activities for continued relevance and effectiveness. Changes may occur in personnel, operational processes, information technology, or governmental regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INFORMATION AND COMMUNICATION

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
Principle 13. The organization obtains or generates and uses relevant, quality information to support the functioning of internal control.							
42.	Federal, state, or grant program rules or regulations are reviewed by one or more of the following: governing board, audit, finance or other type committee. How often are these reviewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43.	The LWDB considers both internal and external sources of data when identifying relevant information to use in the operation of internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44.	The LWDB has controls in place to ensure costs are accurately recorded and allocated to the benefiting federal/state fund or grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 14. The organization internally communicates quality information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.							
45.	Communication exists between personnel, management, and the board of directors so that quality information is obtained to help management achieve the LWDB's objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46.	There is a process to quickly disseminate critical information throughout the LWDB when necessary. Provide a description of the dissemination process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47.	Management has a process for the development, approval and implementation of policy updates and communicates those updates to staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 15. The organization communicates with external parties regarding matters affecting the functioning of internal controls.							
48.	The LWDB has a means for anyone to report suspected improprieties regarding fraud; errors in financial reporting, procurement, and contracting; improper use or disposition of equipment; and misrepresentation or false statements. Describe the process of how someone could report improprieties. Who receives/processes/investigates, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
49.	The LWDB has processes in place to communicate relevant and timely information to external parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50.	The LWDB has processes in place to communicate the results of reports provided by the following external parties: Independent Auditor, FloridaCommerce Bureau of Financial Monitoring and Accountability, FloridaCommerce Bureau of One-Stop and Program Support, FloridaCommerce Office of Inspector General, Florida Auditor General, and federal awarding agencies (U.S. Department of Labor, U.S. Department of Health and Human Services, and U.S. Department of Agriculture to the Board of Directors).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MONITORING ACTIVITIES

MONITORING ACTIVITIES		Self-Assessment of Policies, Procedures, and Processes					
		Weak		Strong			Comments/Explanations
		1	2	3	4	5	
Principle 16. The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal controls are present and functioning.							
51.	The LWDB periodically evaluates its business processes such as cash management, comparison of budget to actual results, repayment or reprogramming of interest earnings, draw down of funds, procurement, and contracting activities. Describe the process of how funding decisions are determined. What is the criteria, who initiates/approves, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MONITORING ACTIVITIES

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
52.	The LWDB considers the level of staffing, training and skills of people performing the monitoring given the environment and monitoring activities which include observations, inquiries and inspection of source documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53.	LWDB management periodically visits all career center locations in its local area (including subrecipients) to ensure the policies and procedures are being followed and functioning as intended. When was the most recent visit performed, by whom, and who were the results communicated to?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Principle 17. The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.							
54.	The LWDB management takes adequate and timely actions to correct deficiencies identified by the external auditors, financial and programmatic monitoring, or internal reviews.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55.	The LWDB monitors all subrecipients to ensure that federal funds provided are expended only for allowable activities, goods, and services and communicates the monitoring results to the board of directors. Are subrecipient monitoring activities outsourced to a third party? If so, provide the name of the party that performs the subrecipient monitoring activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT A

Florida Department of Commerce Certification of Self-Assessment of Internal Controls

Local Workforce Development Board Number: _____

To be completed by the Executive Director:

A self-assessment of internal control has been conducted for the 2023-2024 fiscal monitoring period. As part of this self-assessment, the Internal Control Questionnaire developed by the Florida Department of Commerce has been completed and is available for review.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

To be completed by the Board Chairperson or their designee:

I have reviewed the self-assessment of internal control that was conducted for the 2023-2024 fiscal monitoring period.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please scan and upload to SharePoint an executed copy of this certification on or before **October 25, 2023**.

INFORMATION ITEM 3
Regional Planning

The following item is presented as information for the Committee.

No action is required.

Florida Workforce System Transformation

Three Pillars



I

Alignment and Consolidation

for local workforce development boards.

II

System-wide Improvements

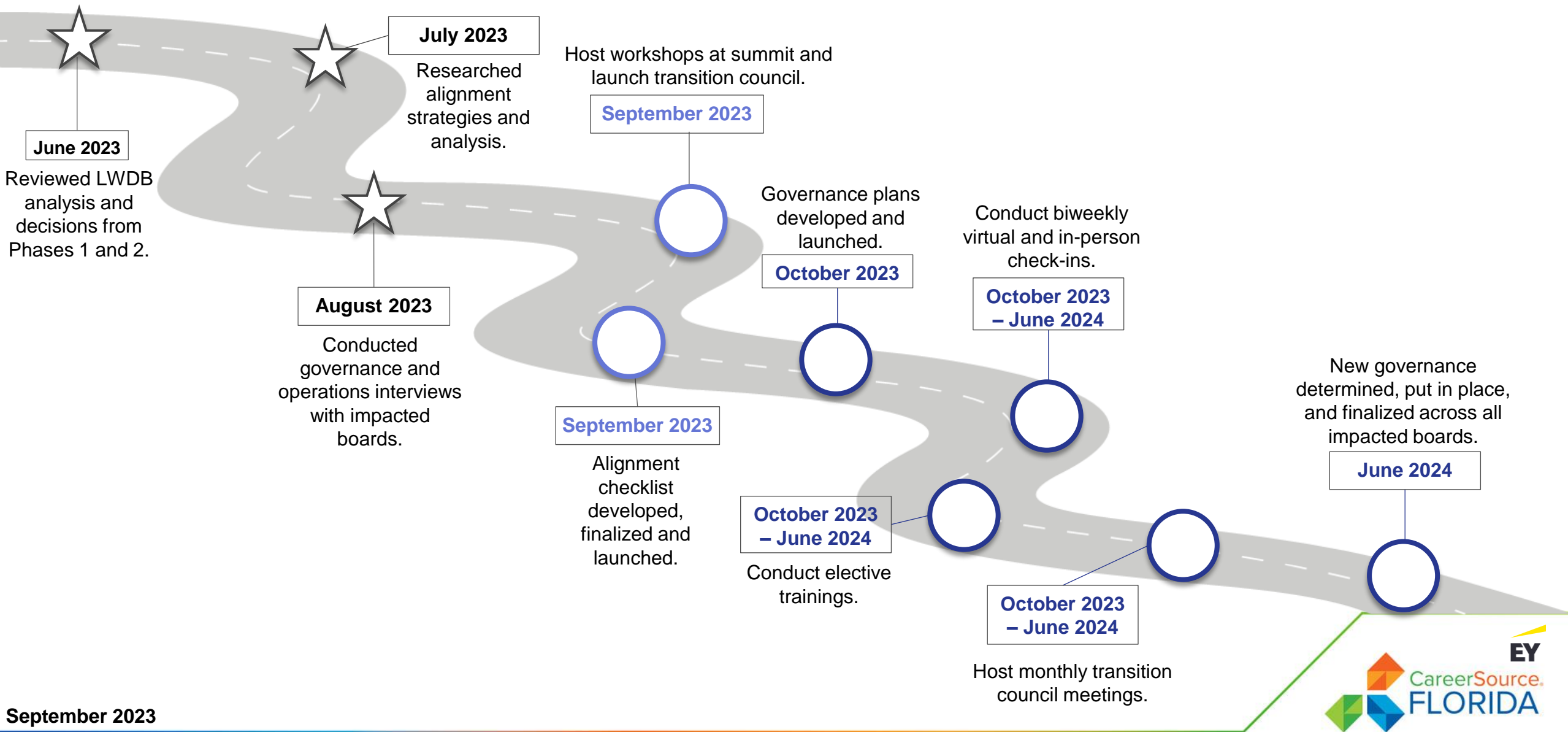
for improved customer consistency and better leveraging of public funds.

III

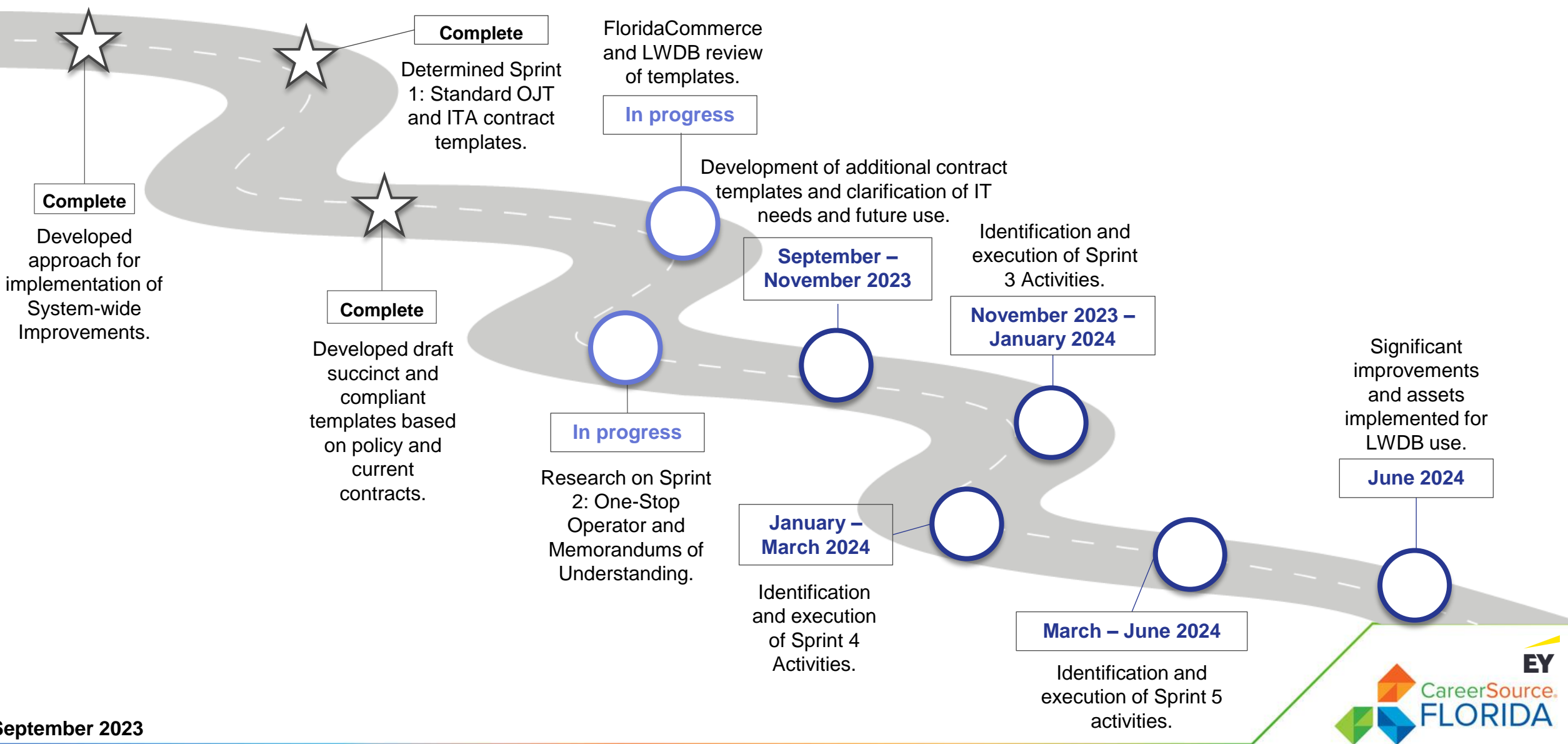
Regional Planning

to further promote workforce system alignment with education and economic development and optimize opportunities for regional economic growth.

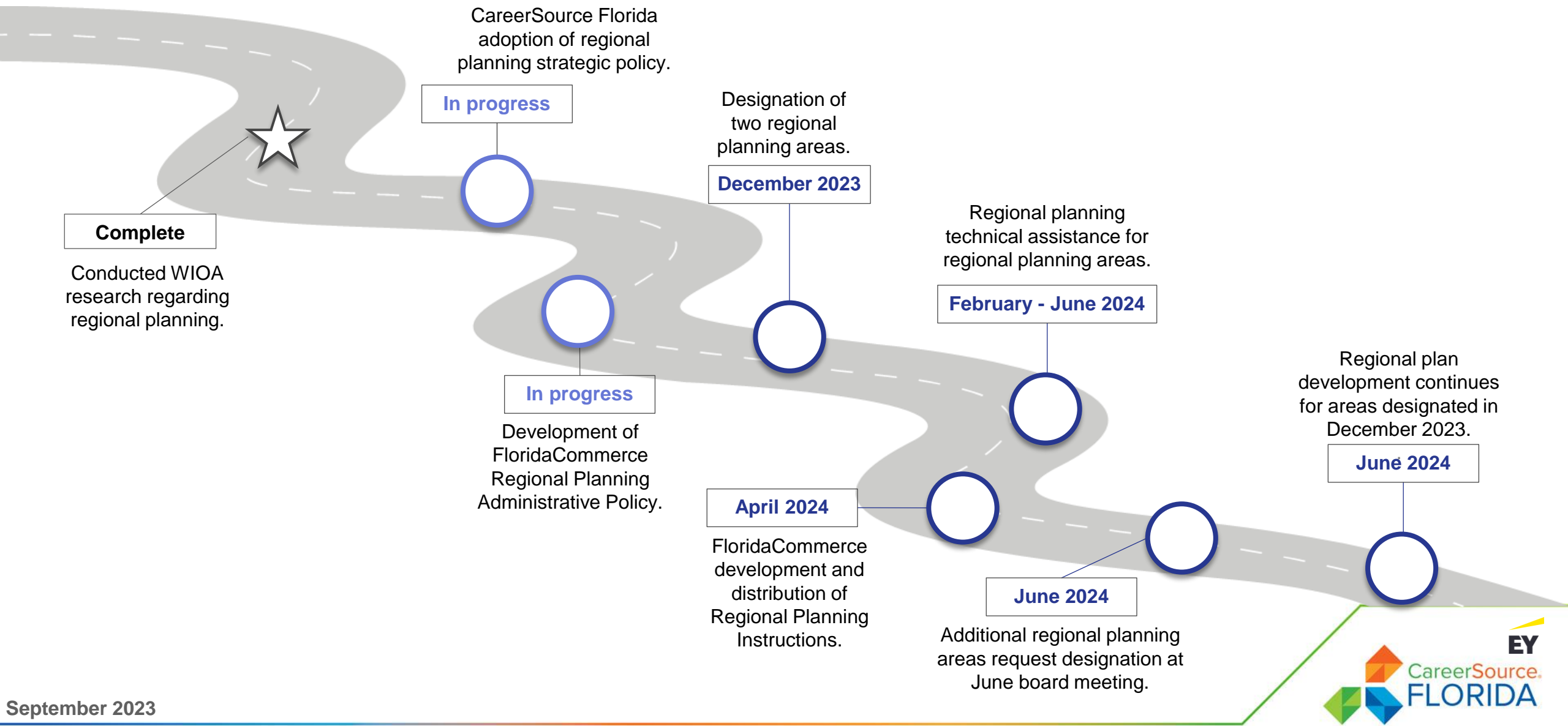
Pillar I: Progress to Date



Pillar II: Progress to Date



Pillar III: Progress to Date



Pillar III: Regional Planning

Planning regions make up two or more local workforce development areas and are formed for the purpose of aligning workforce development activities and resources with larger regional economic development areas to provide **coordinated and efficient services to both job seekers and employers.**

Step 1:

Deliverable: Designation of two regional planning areas by December

1. CareerSource Florida adoption of Regional Planning Strategic Policy
2. FloridaCommerce releases Regional Planning Area Administrative Policy (Inclusive of regional planning area application)
3. Support the development of 2 Regional Planning Area applications for designation
4. 2 Regional Planning Areas designated at the December board meeting

Step 2:

Deliverable: Regional Planning Strategy Development

1. FloridaCommerce development and distribution of Regional Planning Instructions (Distributed in April 2024)
2. Regional Planning Technical Assistance for Regional Planning Areas designated at the December 2023 board meeting (February – June)

Next Steps

Pillar I

Formally launch Transition Council for impacted boards.

Begin check-in and training cadences for impacted boards.

Pillar II

Finalize OJT and ITA contract templates with FloridaCommerce and LWDB feedback.

Begin research for upcoming contract templates (OSO and MOU/IFA) and IT analysis.

Pillar III

Develop Regional Planning Administrative Policy with FloridaCommerce.

Identify two Regional Planning Areas for designation at December board meeting.



2023.09.19.A.1

Strategic Policy

Title:	Regional Planning Areas Strategic Policy
Adopted:	09/19/2023
Effective:	09/19/2023

I. PURPOSE AND SCOPE

A Regional Planning Area is made up of two or more local workforce development areas to improve workforce system alignment within larger economic development areas to support economic mobility, growth and prosperity.

The intended goals of establishing Regional Planning Areas across neighboring local workforce development areas include but are not limited to:

- Aligning workforce strategies to address the needs of shared industry sectors, employers and significant populations of job seekers.
- Addressing common labor shortages and worker skills gaps with aligned service strategies.
- Realizing system efficiencies through reducing resource costs (monetary, time or other).

Beyond establishing formal Regional Planning Areas as defined in this policy, local workforce development areas are encouraged to engage in other partnership opportunities with the broader CareerSource Florida network that achieves these goals.

II. BACKGROUND

Public Law 113 – 128, The Workforce Innovation and Opportunity Act (WIOA), requires the state workforce development board to assist the Governor in developing, implementing and modifying a State Workforce Development Plan. Florida's WIOA State Plan describes Florida's strategy for supporting the publicly funded workforce system. WIOA Section 106 describes the process by which the Governor designates local workforce development areas within the state. Local areas are designated consistent with labor market areas in the state;

are consistent with regional economic development areas in the state; and have available the federal and non-federal resources necessary to effectively administer WIOA activities including whether the areas have the appropriate education and training providers such as institutions of higher education and area career and technical education schools.

The Reimagining Education and Career Help (REACH) Act was signed into law in June 2021. The REACH Act addresses the evolving needs of Florida's economy by increasing the level of collaboration and cooperation among state businesses and education communities while improving training within and access to a more integrated workforce and education system for all Floridians. The law takes an integrated, collaborative approach to strengthen partnerships and enhance access to education, training and employment opportunities within and across key workforce, education and support services systems that are the backbone of Florida's comprehensive workforce development ecosystem.

In December 2021, the CareerSource Florida Board of Directors approved CareerSource Florida Policy 2021.12.09.A.1 – Comprehensive Employment, Education and Training Strategy. This strategic policy encourages local workforce development boards to use all allowable resources and to collaborate with all partners to develop innovative strategies that create simplified access to Florida's workforce system and provide excellent customer service for Florida's job seekers and businesses; focus on continuous improvement, strengthen partnerships to leverage shared resources and eliminate duplication of services; align programs and resources to meet local market demand in occupations that lead to self-sustaining jobs; and, implement data-driven accountability measures and quantifiable outcomes related to training programs, employment and services to Florida businesses.

On Feb. 23, 2023, the CareerSource Florida Board of Directors approved the Florida Workforce System Transformation Plan, a three-pillar plan directing the CareerSource Florida network to modernize the local workforce development board governance structure in the nation's third-largest state and better position the system to be more customer-centered, cost effective and responsive to meet workforce talent demands. The plan focuses on:

- Alignment and consolidation for local workforce development boards.
- System-wide improvements for improved customer consistency and better leveraging of public funds; and
- Regional planning to further promote workforce system alignment with education and economic development and optimize opportunities for regional growth.

The Governor subsequently affirmed the CareerSource Florida Board of Directors' recommendation to realign and consolidate local workforce development areas as outlined in the Florida Workforce System Transformation Plan.

III. POLICIES AND PROCEDURES

The Florida Workforce System Transformation Plan directs the CareerSource Florida network to establish Regional Planning Areas. The requirements for Regional Planning Areas in this policy are established by WIOA, Florida law, and actions by the CareerSource Florida Board of Directors.

CareerSource Florida, in collaboration with the Governor's REACH Office, FloridaCommerce and local workforce development boards, shall develop recommendations to the Governor and state workforce development board for the designation of Regional Planning Areas for the state. Local workforce development boards may request designation as a Regional Planning Area by submitting the request and supporting documentation to the state workforce development board for consideration.

The state, after consultation with local workforce development boards and chief local elected officials for the Regional Planning Area, shall require the local workforce development boards and chief local elected officials within a planning region to include the shared Regional Planning Area objectives, activities, and performance elements as a regional addendum to each local workforce development board's WIOA local plan. The state shall provide technical assistance and labor market data, as requested by local areas, to assist with such regional planning and subsequent service delivery efforts.

Regional Planning Area and local WIOA plans must align with Florida's WIOA Statewide Plan.

Requirements for Regional Planning Areas:

- Each local workforce development area must be part of a Regional Planning Area.
- Regional Planning Areas must include, at a minimum, two contiguous local workforce development areas within Florida.
- Regional Planning Areas shall have relevant relationships as evidenced by population centers, commuting patterns, industrial composition, location quotients, labor force conditions and geographic boundaries.
- Regional Planning Areas shall establish a shared regional service strategy with a defined goal.
- Regional planning areas shall establish administrative cost arrangements across local workforce development areas. Acceptable examples of administrative cost arrangements include but are not limited to shared staff, technology systems, or back-end administrative support tools.
- Chief Local Elected Officials in a new regional planning area **MUST** participate in the regional planning process that results in the inclusion of the shared regional objectives and initiatives as an addendum to each local workforce development board's WIOA plan.
- The regional plan must include a description of activities that result in the following items:
 - Establishment of regional service strategies using cooperative service delivery agreements that include but are not limited to:
 - Consistent eligibility standards and enrollment processes.
 - Common training and coordination of supportive service offerings.
 - Common technology tools and sharing of data within tools outside of Employ Florida.
 - Development and implementation of sector strategies for in-demand sectors or occupations.

- Collection and analysis of regional labor market data.
- Coordination of supportive services.
- Coordination of services with regional economic development services and providers.
- Establishment of agreement concerning how the regional planning area will collectively negotiate performance for the local workforce development areas or the planning region.

IV. AUTHORITIES

[Public Law 113-128, The Workforce Innovation and Opportunity Act \(WIOA\)](#)

[Chapter 445.003 – 445.007, Florida Statutes](#)

[Chapter 2021-164, Laws of Florida, The Reimagining Education and Career Help Act](#)

[CareerSource Florida Strategic Policy 2000.08.15.I.8D -- Certification of Local Workforce Development Boards](#)

[CareerSource Florida Strategic Policy 2020.02.20.A.1 – Board Governance and Leadership](#)

[CareerSource Florida Administrative Policy 094 – Local Workforce Development Area Designation](#)

[Consolidated Action Item – Reimagining Florida’s Workforce System](#)

V. RESOURCES

[Reimagining Florida’s Workforce System: A Three-Pillar Plan for Transformation](#)

[Future State Options Report](#)

[Background Research and Analysis Report](#)

INFORMATION ITEM 4
Letter Grades

The following item is presented as information for the Committee.

No action is required.

Local Workforce Development Board Letter Grades

PY 2022-2023 Baseline Letter Grades

The baseline letter grades for program year 2022-2023 represent performance by local workforce development boards, from July 1, 2022, through June 30, 2023. Visit the Letter Grades website to learn more about the metrics and methodology for letter grades.

Local Workforce Development Board	Annual Score	Letter Grade	Funding Amount	Local-to-State Funding Ratio	Number of Placements	Local-to-State Placement Ratio	Placement-to-Funding Ratio	Efficiency Ratio
01 - CareerSource Escarosa	94.76	A	\$3,391,914	2.15%	573	1.32%	\$5,919.57	61.59%
02 - CareerSource Okaloosa Walton	89.18	B+	\$1,785,826	1.13%	388	0.90%	\$4,602.64	79.21%
03 - CareerSource Chipola	98.51	A+	\$954,934	0.61%	304	0.70%	\$3,141.23	116.06%
04 - CareerSource Gulf Coast	93.14	A	\$1,831,840	1.16%	882	2.04%	\$2,076.92	175.54%
05 - CareerSource Capital Region	89.51	B+	\$3,820,165	2.42%	1,345	3.11%	\$2,840.27	128.36%
06 - CareerSource North Florida	91.76	A-	\$1,082,262	0.69%	485	1.12%	\$2,231.47	163.38%
07 - CareerSource Florida Crown	85.50	B	\$1,200,687	0.76%	192	0.44%	\$6,253.58	58.30%
08 - CareerSource Northeast Florida	103.36	A+	\$10,868,886	6.89%	2,089	4.83%	\$5,202.91	70.07%
09 - CareerSource North Central Florida	85.98	B	\$2,923,081	1.85%	365	0.84%	\$8,008.44	45.52%
10 - CareerSource Citrus Levy Marion	93.92	A	\$4,238,487	2.69%	465	1.07%	\$9,115.03	40.00%
11 - CareerSource Flagler Volusia	102.41	A+	\$4,473,244	2.83%	841	1.94%	\$5,318.96	68.54%
12 - CareerSource Central Florida	99.97	A+	\$21,253,419	13.47%	6,251	14.44%	\$3,400.00	107.23%
13 - CareerSource Brevard	88.50	B+	\$4,643,504	2.94%	3,472	8.02%	\$1,337.41	272.60%
14 - CareerSource Pinellas	96.73	A	\$6,141,832	3.89%	2,023	4.67%	\$3,036.00	120.08%
15 - CareerSource Tampa Bay	95.91	A	\$11,499,489	7.29%	3,877	8.96%	\$2,966.08	122.91%
16 - CareerSource Pasco Hernando	92.66	A-	\$5,079,239	3.22%	1,746	4.03%	\$2,909.07	125.32%
17 - CareerSource Polk	95.40	A	\$5,581,138	3.54%	2,309	5.33%	\$2,417.12	150.83%
18 - CareerSource Suncoast	92.50	A-	\$4,262,617	2.70%	1,112	2.57%	\$3,833.29	95.11%
19 - CareerSource Heartland	99.56	A+	\$1,658,648	1.05%	1,007	2.33%	\$1,647.12	221.34%
20 - CareerSource Research Coast	90.58	A-	\$4,368,677	2.77%	1,174	2.71%	\$3,721.19	97.97%
21 - CareerSource Palm Beach County	95.16	A	\$10,094,841	6.40%	4,954	11.44%	\$2,037.72	178.91%
22 - CareerSource Broward	96.85	A	\$14,832,051	9.40%	1,613	3.73%	\$9,195.32	39.65%
23 - CareerSource South Florida	97.02	A+	\$24,472,529	15.51%	4,273	9.87%	\$5,727.25	63.66%
24 - CareerSource Southwest Florida	98.61	A+	\$7,354,295	4.66%	1,547	3.57%	\$4,753.91	76.69%
Total:			\$157,813,605	100.00%	43,287	100.00%		

Letter Grades Scale:

A+: ≥ 97

A : 93 to < 97

A-: 90 to < 93

B+: 87 to < 90

B : 83 to < 87

B-: 80 to < 83

C+: 77 to < 80

C : 73 to < 77

C-: 70 to < 73

D : 60 to < 70

F : < 60

DISCUSSION ITEM 1
Education and Industry Consortium

This item is presented as discussion for the Committee. No action is required.