



Memorandum of Understanding for

Workforce Development Partners

By and between **Pasco-Hernando Workforce Board, Inc. dba Career Source Pasco Hernando** and **Pasco Economic Development Council**

Section 1. Parties

This Memorandum of Understanding ("MOU") is entered into between Pasco Hernando Workforce Board, Inc., DBA CareerSource Pasco Hernando, ("CSPH"); and the Pasco Economic Development Council. CSPH and Pasco EDC are collectively referred to as the "Parties" and individually as a "Party."

Section 2. Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") Sec. 121(c)(1) requires the local workforce development board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a MOU between the local workforce development board and the One- Stop Partners concerning the operation of the one-stop delivery system in a local area.

The purpose of this MOU is to describe the cooperative workforce training and employment efforts of CSPH and Pasco EDC and the actions to be taken by each to establish and maintain an effective and successful one-stop delivery system. The infrastructure funding agreement establishes a financial plan, including terms and conditions, to fund the services and operating cost of the one-stop delivery system.

This MOU establishes how resources will be coordinated, prevent duplication of services, and ensures the effective and efficient delivery of workforce services in the county(ies) represented by CSPH to enable the Partner to integrate with the one-stop delivery system.

The Parties 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.

Section 3. Partners in the One-Stop Delivery System

Pursuant to 20 CFR 678.400, required one-stop partners are the entities responsible for administering the following programs and activities in the local area:

1. Programs authorized under title I of WIOA, including:

- a. Adults
 - b. Dislocated Workers
 - c. Youth
 - d. Job Corps
 - e. YouthBuild
 - f. Native American programs
 - g. Migrant and seasonal farmer worker programs
2. The 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
 3. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA.
 4. The Vocational Rehabilitation (VR) 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 Vocational Rehabilitation)
 5. The Vocational Rehabilitation (VR) 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)
 6. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (Florida Department of Elder Affairs)
 7. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (Perkins V)
 8. Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)
 9. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.
 10. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.)
 11. Employment and training activities carried out by the Department of Housing and Urban Development
 12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (Reemployment Services and Eligibility Assessment Program) (RESEA)
 13. Programs authorized under sec. 212 of the Second Chance Act of 2007 (34 U.S.C. 10631)
 14. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) (Florida Department of Children and Families)

Section 4. Provision of Services

A. One-Stop Services. The following services will be provided through the local one-stop delivery system:

1. Business Services:
 - a. Make labor exchange activities and labor market information available to local employers.
 - b. Develop relationships and networks with large and small employers and their intermediaries.
 - c. Develop, convene, or implement industry/sector partnerships.
 - d. Provide appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services offered through the one-stop delivery system.
2. Job Seeker services:
 - a. Provide basic career services, including:
 1. Determinations of whether the individual is eligible to assistance;
 2. Outreach, intake, and orientation;
 3. Opportunity for individuals to apply for TANF assistance and non-assistance benefits and services;
 4. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
 5. Labor exchange services, including job search and placement assistance, including career counseling as specified in 20 CFR 678.430(a)(4);
 6. Referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
 7. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - a. Job vacancy listings in labor market areas;
 - b. Information on job skills necessary to obtain vacant jobs listed; and
 - c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;

8. Performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
 9. Information about how the local area is performing on local performance accountability measures;
 10. Information about the availability of supportive services or assistance and appropriate referrals to such, including: child care; child support; medical or child health assistance available through the state's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under TANF, and other supportive services and transportation provided through that program;
 11. Information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation; and
 12. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- b. Provide individualized career services, including:
1. Comprehensive and specialized assessments of the skill service needs of adults and dislocated workers;
 2. Development of an individual employment plan;
 3. Group and/or individual counseling;
 4. Career planning;
 5. Short-term pre-vocational services;
 6. Internships and work experiences that are linked to careers;
 7. Workforce preparation activities;
 8. Financial literacy services;
 9. Out-of-area job search assistance and relocation assistance;
 10. English language acquisition and integrated education and training programs.
 11. Provide follow-up services, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

12. Provide employment services and related support being provided by the TANF program that qualify as career services.

c. Training Services:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs;
9. Job readiness training;
10. Adult education and literacy activities;
11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

d. Youth Services:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience;
4. Occupational skill training;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services;
8. Adult mentoring;

9. Follow-up services;
 10. Comprehensive guidance and counseling;
 11. Financial literacy education;
 12. Entrepreneurial skills training;
 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and
 14. Activities that help youth prepare for and transition to post-secondary education and training.
3. Access to programs and activities carried out by one-stop partners listed in 20 CFR §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program).
- B. Access to Services.** The Parties will make their program services accessible to job seekers, whether they are physically housed within a career center or provided virtually. Through the one-stop delivery system by:
1. Exchanging participant's eligibility requirements for their workforce funding streams, identifying their program career services, and designating services and activities that may be appropriate for integration into the one-stop delivery system.
 2. Jointly developing and participating in cross-training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
 3. Coordinating outreach and recruitment through links on each other's websites.
- C. Coordinating Services.** The Parties shall coordinate and deliver program services (including workforce services) as appropriate through the one-stop delivery system by:
1. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as co-locating in a comprehensive or affiliate one-stop location site and by establishing direct linkages through technology as provided in 20 CFR 678.305(d).
 2. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
 3. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.

4. Participating in the one-stop delivery system consistent with the terms of this MOU and the requirements of federal and state laws authorizing the program or activities and any related grant agreements.
- D. Cross Referral.** The Parties will implement policies and procedures that encourage the referral of customers to each other as appropriate by:
1. Reviewing their individual program policies, procedures, and processes to the extent allowed by each program's specific laws and better serve customers through cross referral, sequential, or co-enrollment best benefit the customer.
 2. Using established methods for follow-up and reporting to each other services provided to the customer and the outcomes obtained.
- E. Information Sharing.** The Parties agree that the collection, use, and disclosure of participant records, including, but not limited to, customers' personally identifiable information (PII), is subject to various requirements set forth in federal and state privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements. The Parties agree to comply with the following, as applicable: 29 CFR 38.41, governing the collection and maintenance of equal opportunity data and other information; 20 USC 1232g and 34 CFR Part 99 (the Family Educational Rights and Privacy Act and implementing regulations); 34 CFR 361.38 (Vocational Rehabilitation and Blind Services confidentiality regulations); and 20 CFR Part 603 (regulations governing confidentiality and disclosure of state unemployment compensation information).
- F.** Each Party will train its staff in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.
- G. Accessibility.** The Parties will ensure access for workers, youth, and individuals with barriers to employment, including the use of technological tools, in each of the one-stop centers and affiliate locations. The Parties will offer priority services to recipients of public assistance, other low-income individuals, or individuals who have skills deficient for individualized career services and training services funded with WIOA adult funds. Job seekers and businesses must be able to access all information relevant to them via visits to One-Stop centers as well as through electronic means and direct linkages to workforce partner programs. The Parties will provide reasonable accommodations for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Assistive

technology, accessible formats, and language translation services will be made available and used as needed. The local workforce development board will either co-locate WIOA youth program staff at One-Stop centers and/or ensure One-Stop centers and staff are trained to serve youth and equipped to advise youth to increase youth access to services and connect youth to the program that best aligns with their needs.

Section 5. Funding of infrastructure and Operating Costs

As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200.

Section 6. Term

This MOU is effective upon the date of the last required signature, or July 1, 2026, whichever is later, through June 30, 2029, unless the MOU is terminated by either Party in accordance with the terms set forth herein.

Section 7. Modification and Renewal

- A. This MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.
- B. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of CSPH, one-stop partners, and chief elected officials, or one-stop infrastructure funding.
- C. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment executed by the Parties.
- D. The Parties may choose to include, via addendum to this MOU, other provisions that are consistent with WIOA title I, the authorizing statutes and regulations of one-stop partner programs, and the WIOA regulations.

Section 8. Termination

- A. Either Party may terminate this MOU for convenience by giving 30 days' written notice pursuant to Section 9 (Notice).
- B. In the event of termination, the Parties will convene within 30 days to renegotiate a mutually acceptable replacement MOU, if required by law to do so.

Section 9. Notice

- A. All notices required to be given to CSPH under this MOU shall be sufficient when emailed, hand-delivered, or mailed to CSPH at its office located at 4440 Grand Blvd., New Port Richey, FL 34652, addressed to the President/CEO.
- B. All notices required to be given to Partner under this MOU shall be sufficient when emailed, hand-delivered or mailed to Partner at its office located at 4440 Grand Blvd, New Port Richey, FL 34652.

Section 10. Nondiscrimination

The Parties agree to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Section 11. Confidentiality

The Parties agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including, but not limited to: 20 CFR part 603, 45 CFR 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information ("PII") and other confidential/exempt 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 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, any required data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

Section 12. Dispute Resolution

If an issue arises involving this MOU, Parties will make every effort to reach a resolution in a timely and efficient manners. Any party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing. If not resolved, the issue and the efforts to resolve this will be documented and forwarded to the Executive Director of the local workforce development board and the Director of the partner agency. A joint decision will be issued within 60 calendar days of receipt. A partner that is dissatisfied with the decision may file the dispute with the Florida Department of Commerce ("FloridaCommerce") and the Florida Department of Education ("DOE") for resolution. FloridaCommerce and DOE may remand the issue back to the Executive Director of the local area and to the director of the partner agency or impose other remedies to resolve the issue.

Section 13. Signatures

IN WITNESS WHEREOF, CareerSource Pasco Hernando have caused this MOU to be duly executed as of the date set forth below.

The MOU must contain the signatures of the Chief Local Elected Official(s). The MOU must be updated at least once every three years and included in the local board's WIOA Workforce Services' plan.

SIGNATURE PAGE

Approved by:

Pasco-Hernando Workforce Board, Inc., dba CareerSource Pasco Hernando

Board Chair: _____
Signature: _____
Title: _____
Date: _____

Approved by:

Pasco Hernando Workforce Development Consortium

CLEO Name: John Allocco
Signature: _____
Title: _____
Date: _____

Approved by Partner:

Pasco Economic Development Council, Bill Cronin, President/CEO

Name: _____
Signature: _____
Title: _____
Date: _____

Exhibit A

The projected annual budget is presented below:

- \$10,000.00 per year for the WorkforceCONNECT program, which includes the web-based tool/resources, and data sharing.
- \$12,000.00 per year for sponsorships, marketing and networking, to include CareerSource Pasco Hernando's logo and branding on Pasco's website, marketing materials, resources and outreach in effort to collaboratively attract, retain, and provide the necessary resources to new and existing businesses throughout Pasco County.

Possible sponsorship are as follows:

- Economic Forecast Luncheon (\$3,000.00)
- GROW Pasco (\$1,000.00)
- Netfest (\$3,000.00)
- Annual Awards (\$5,000.00)

Total Budget: \$22,000.00