



**Consortium / Executive Committee Meeting**  
**This meeting may only be**  
**attended by teleconference.**

## **AGENDA**

**Wednesday, April 29, 2020 – 1:00 p.m.**

**(Revised 4/28/2020)**

<http://careersourceclm.adobeconnect.com/jointmeeting4-29-2020/>

**Conference Call: 1-866-848-2216 – after prompt, enter code 5355193397#**

Call to Order

J. Smith / R. Riley

Roll Call

C. Schnettler

### **DISCUSSION ITEMS**

None

### **PUBLIC COMMENT**

### **ACTION ITEMS**

Adoption of comments to submit to DEO

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R. Skinner

Memorandum from Ken Lawson

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Sub-Grantee Agreement

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Key Activities and Due Dates

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Sub-Grantee Letter from CLM to DEO

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Sub-Grantee Presentation

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Attorney Stermer Comments

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Region 10 Comments

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Region 22 Comments

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### **PROJECT UPDATES**

### **MATTERS FROM THE FLOOR**

### **ADJOURNMENT**

## **2019 – 2020 MEETING SCHEDULE**

<b>Business and Economic Development</b>	<b>Performance/ Monitoring</b>	<b>Marketing/ Outreach</b>	<b>Career Center</b>	<b>Executive</b>	<b>Full Board</b>	
All committee meetings are held at the CF Ocala Campus, Enterprise Center, Room 206						
Thursday, 9:00 am	Tuesday, 9:00 am	Wednesday, 9:00 am	Thursday, 9:30 am	Wednesday, 9:30 am	Wednesday, 11:30 am	
5/14/2020	5/5/2020	5/13/2020	5/7/2020	5/27/2020	6/3/2020	CF Ocala

### **OUR VISION STATEMENT**

*To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.*



## **RECORD OF ACTION/APPROVAL**

### **Joint Consortium and Executive Committee Meeting**

**Wednesday, April 29, 2020**

#### ***TOPIC/ISSUE:***

Sub-Grantee Agreement

#### ***BACKGROUND:***

See attached.

#### ***POINTS OF CONSIDERATION:***

#### ***STAFF RECOMMENDATIONS:***

Staff recommends reviewing the Agreement, comments and deciding how to respond.

#### ***COMMITTEE ACTION:***

#### ***BOARD ACTION:***

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR

**DATE:** April 13, 2020

**TO:** Local Workforce Development Board Chief Local Elected Officials  
Local Workforce Development Board Executive Directors

**FROM:** Ken Lawson, Executive Director

**SUBJECT:** Department of Economic Opportunity and Local Workforce Development Board – Grantee-Subgrantee Agreement

To enhance accountability, transparency, and oversight of Florida's workforce development system, the Department of Economic Opportunity (DEO) has updated the Grantee-Subgrantee Agreement. This agreement serves as a contract between the Local Workforce Development Boards (LWDBs) and DEO and outlines each partner's roles and responsibilities. The attached updated agreement incorporates new provisions governing the workforce programs managed in the local areas and establishes the terms and conditions that LWDBs must agree to in order to receive federal and state workforce funds from DEO.

Below we have outlined key activities and due dates to ensure the new agreements are signed and executed by the appropriate parties in a timely manner:

Activity	Due Date
Draft agreement provided to the Chief Local Elected Official and LWDB Executive Directors	April 13, 2020
Comment and Question period open Submit comments/questions to: <a href="mailto:LWDBContracts@deo.myflorida.com">LWDBContracts@deo.myflorida.com</a>	April 13, 2020
Comment and Question period closed	April 24, 2020
Comment and Question responses accessible to view at the following link: (INSERT LINK HERE)	April 27, 2020
Final copy of agreement disseminated to LWDBs for signature	April 27, 2020
Signed agreements due to DEO	June 30, 2020

Please submit a signed copy of the agreement to [LWDBContracts@deo.myflorida.com](mailto:LWDBContracts@deo.myflorida.com) by the close of business on Tuesday, June 30, 2020.

If you have any questions, please contact Ruth Dillard, Director of Workforce Services, at [ruth.dillard@deo.myflorida.com](mailto:ruth.dillard@deo.myflorida.com) or 850-245-7427 or Damon Steffens, Chief Financial Officer, at [damon.steffens@deo.myflorida.com](mailto:damon.steffens@deo.myflorida.com) or 850-245-7335.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

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

**AGREEMENT  
BETWEEN [LWDB]  
AND THE  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

This Agreement is entered into between the State of Florida, Department of Economic Opportunity (“DEO”), and [LWDB] (“Board” or “Subrecipient”). The Florida Department of Economic Opportunity and [LWDB] are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

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

**WHEREAS**, the Board is a “subrecipient” of funds (as that term is defined by federal law), and a “recipient” of funds (as that term is defined by state law); and

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

**1. DEFINITIONS AND ACRONYMS.**

- a. **“Board”** means Local Workforce Development Board
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“LWDA”** means Local Workforce Development Area.
- h. **“MOU”** means Memorandum of Understanding.
- i. **“NFA”** means Notice of Award/Notice of Fund Availability.
- j. **“RA”** means Reemployment Assistance.
- k. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- l. **“State Board”** means the State Workforce Development Board
- m. **“TAA”** means Trade Adjustment Assistance.
- n. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- o. **“WP”** means the Wagner-Peyser Act.
- p. **“WT”** means the Welfare Transition program.

- 2. TERM AND EXPIRATION.** The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the “Expiration Date”), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board’s approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Termination Date is the “Agreement Period”. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

### 3. FISCAL AND ADMINISTRATIVE CONTROLS.

- a. DEO will provide funds in consideration for the Subrecipient's satisfactory performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.
- b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.
- c. Accountability for Funds.
  - i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA.
  - ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.
  - iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.
  - iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

- d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section.
- e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas and/or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas/prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of \$710 per day and must be documented as reasonable and necessary.

#### **4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.**

- a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.
- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.

- c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).
- d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
- Completed Salary Cap by April 1;
  - Annual detailed budget of revenues and expenditures by funding source by July 1; and
  - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30.
- e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:
- i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
  - ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
  - iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
  - iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered

to be affiliated organizations and, in some instances, may need to be classified as a component unit.

- v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.
  - vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.
  - vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the Board for any of the previous five years.
- f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. At DEO's discretion, the Board may negotiate minimum levels of state or federal performance for the programs it administers. The Board's failure to meet the minimum established state or federal threshold of its negotiated level of performance or its failure to comply with any item may constitute grounds for corrective measures. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other remedy available to DEO by law.
5. **THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following One-Stop delivery system requirements:
- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.
  - b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
  - c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.

- d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.
- e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.

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

- a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.
- b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.
- c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.
- d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.
- g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the

services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.

- i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

## **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.
- b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.
- e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO systems to Board staff.
- f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:

- i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
  - ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
  - iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
  - iv. ensure that any entity to which the Board further discloses the information complies with these terms;
  - v. not store the information on any portable storage media device(e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
  - vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO's information systems;
  - vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
  - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
  - ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves the right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

## **8. BACKGROUND SCREENINGS.**

- a. Level 1 Screenings.
  - i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.
  - ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background

screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.

- iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
- iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

b. Level 2 Screenings.

- i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.
- ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.
- iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.
- iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining state merit staff the required Level 2 background screenings pursuant to DEO's established processes and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

## **9. LOCAL PLAN AND ASSURANCES.**

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.
- b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security's E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee's Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

## **10. PROCUREMENT.**

- a. If the Board is affiliated with a local government entity and enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.
- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
- d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO's electronic

information technology equipment or software. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.

- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO.
- h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

## **11. COMPENSATION AND TRAVEL.**

- a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the performance of the award and are a prudent use of federal funds.
- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
  - i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
  - ii. Lodging expenses for an employee of the Board may not exceed \$150 per day, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses more than \$150 per day.
  - iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

## **12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.**

- a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:

- i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
  - ii. Employee positions and salary information for each position (including any benefits and performance bonuses).
  - iii. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
  - iv. A list of all Board members, company or entity that the Board member is employed by or owns, and their terms of service.
  - v. Interlocal agreement(s), as applicable
  - vi. Single Audit for the last two years.
  - vii. Board meeting minutes within 15 days of Board approval.
  - viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.
- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
- f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

### **13. ETHICS.**

- a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
  - i. The acceptance of gifts;
  - ii. Self-dealing;
  - iii. A prohibition on unauthorized compensation;
  - iv. Conflicting employment or contractual relationships;
  - v. Appropriate disclosure and use of information; and
  - vi. Nepotism.
- b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that separate entities are designated, or procured, to perform the functions of fiscal agent, staff to the Board, one-stop operator and direct service provider.
- c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.
- d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.
- e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

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

- a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, policies, procedures, and rules.
- b. The Board must develop and implement clear processes and procedures for recruiting Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, policies, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.

- d. The Board shall develop mandatory Board orientation and training for governing Board members and CLEOs. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets of training participants.

**15. RELATED PARTIES.** The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

- a. Related Parties. For purposes of this Agreement, “Related Party” includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- b. Related Party Contract. For purposes of this Agreement, “Related Party Contract” means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year, or that actually arose in the current year and were not previously disclosed.
  - i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that: (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract; (ii) the Board member or employee with the conflict is not physically present during the voting; and (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.
  - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.
- d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made. If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.
- e. Contracts \$25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board’s failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than \$25,000, the Board must approve and electronically submit the

documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).

- f. Contracts Less Than \$25,000. Within 30 days after execution of any contract less than \$25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).

## **16. ADDITIONAL PROVISIONS.**

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
- d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
- e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of One-Stop providers, and a holiday closure schedule which adopts either the federal or state holiday schedule. The proposed schedule must be approved by the Board and posted on the LWDA website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency circumstances (e.g., an order of the President or Governor ordering a shutdown, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

- 17. SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for each comprehensive career center to promote and develop employment opportunities for

individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

**18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

**19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

**20. LIAISONS.**

- a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
- b. DEO's formal liaison for purposes of this Agreement is Caroline Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245-7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Richardson, or other designee.
- c. The Board's formal liaison for purposes of this Agreement is [insert contact]. [insert contact] can be reached at [insert contact's email], or [insert contact's phone number]. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to [insert contact], or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

**21. REQUIRED LOCAL POSITIONS.**

The Board shall appoint:

- i. A Regional Security Officer.
- ii. A custodian for purchased property and equipment.
- iii. A personnel liaison (must be a DEO merit staff member).
- iv. A public records coordinator.
- v. An Equal Opportunity Officer, consistent with 29 CFR 38.
- vi. An Ethics Officer

**22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar

import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

- 23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.
- 24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**[LWDB Chairperson or person with authority to  
sign on behalf of LWDB (verify authority if not  
chairperson)]**

By: \_\_\_\_\_  
*Signature*

Printed Name: Ken Lawson  
Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

**[Chief Local Elected Official]**

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

## **EXHIBIT A**

### **AUDIT REQUIREMENTS**

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

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

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal

year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

#### **AUDITOR WORK PAPERS ON INTERNAL CONTROLS**

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

### **PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):

[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC #75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by

or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC #75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

*- Remainder of Page Intentionally Left Blank -*

Attachment 1 to EXHIBIT A

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project *(LIST STATE AWARDING AGENCY, CATALOG OF STATE FINANCIAL ASSISTANCE TITLE AND NUMBER - \$ AMOUNT, IF APPLICABLE)*

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

1. *FIRST APPLICABLE COMPLIANCE REQUIREMENT (E.G., WHAT SERVICES/PURPOSES RESOURCES MUST BE USED FOR).*
2. *SECOND APPLICABLE COMPLIANCE REQUIREMENT (E.G., ELIGIBILITY REQUIREMENTS FOR RECIPIENTS OF THE RESOURCES).*
3. **ETC.**

NOTE: *List applicable compliance requirements*

NOTE: *List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

## **EXHIBIT B**

### **Individual Non-Disclosure and Confidentiality Certification Form**

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

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

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

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

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

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

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT C**  
**CONTRACT INFORMATION FORM**

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

I, \_\_\_\_\_, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource \_\_\_\_\_ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Contract Number or Other Identifying Information, if any: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Value of the Contract/Renewal/Extension: \_\_\_\_\_

Description of goods and/or services to be procured: \_\_\_\_\_

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: \_\_\_\_\_

The nature of the conflicting interest in the contract: \_\_\_\_\_

The board member or employee with the conflict of interest \_\_\_\_did \_\_\_\_did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

**If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.**

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

\_\_\_\_\_  
Signature of Board Chair / Vice Chair\*

\_\_\_\_\_  
Print Name

\* Must be certified and attested to by the board's Chair or Vice Chair.

\_\_\_\_\_  
Date

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

I, \_\_\_\_\_, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR “Other” (describe) \_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Description or Nature of Contract: \_\_\_\_\_

Description of Financial Benefit\*: \_\_\_\_\_

For purposes of the above contract the following disclosures are made:

The contractor’s principals\*\*/owners\*\*\*: (check one)

\_\_\_\_\_ have no relative who is a member of the board or an employee of the board; OR

\_\_\_\_\_ have a relative who is a member of the board or an employee of the board, whose name is: \_\_\_\_\_

The contractor’s principals\*\*/owners\*\*\* \_\_\_\_\_ is \_\_\_\_\_ is not (check one) a member of the board. If applicable, the principal’s/owner’s name is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Member/Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

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

\*\*\* “Owner” means a person having any ownership interest in the contractor.

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

**From:** Richardson, Anita [mailto:Anita.Richardson@deo.myflorida.com]  
**Sent:** Monday, April 20, 2020 3:31 PM  
**Subject:** Grantee-Subgrantee Agreement - Key Activities and Due Dates - Extension

Partners,

In response to requests received from the Local Workforce Development Boards and in consultation with DEO Leadership, the key activities and due dates for reviewing and executing the new Grantee-Subgrantee Agreements have been revised. Please see the updated activity chart below:

Activity	Due Date
Draft agreement provided to the Chief Local Elected Official and LWDB Executive Directors	April 13, 2020
Comment and Question period open Submit comments/questions to: <a href="mailto:LWDBContracts@deo.myflorida.com">LWDBContracts@deo.myflorida.com</a>	Beginning April 13, 2020
Comment and Question period closed	May 8, 2020
Comment and Question responses accessible to view under the DEO-LWDB Grantee-Subgrantee Agreement tab located at the following link: ( <a href="http://www.floridajobs.org/local-workforce-development-board-resources">http://www.floridajobs.org/local-workforce-development-board-resources</a> )	April 22, 2020 – May 13, 2020
Final copy of agreement disseminated to LWDBs for signature	May 13, 2020
Signed agreements due to DEO	July 17, 2020

If you have any questions, please contact Ruth Dillard, at [ruth.dillard@deo.myflorida.com](mailto:ruth.dillard@deo.myflorida.com) or 850-245-7427 or Damon Steffens at [damon.steffens@deo.myflorida.com](mailto:damon.steffens@deo.myflorida.com) or 850-245-7335.

Thanks,

Shila Salem, Chief  
Bureau of One-Stop and Program Support



**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

Office: 850-245-7466

[Shila.Salem@deo.myflorida.com](mailto:Shila.Salem@deo.myflorida.com)

[www.floridajobs.org](http://www.floridajobs.org)



careersourceclm.com

April 17, 2020

Ken Lawson  
Director  
Department of Economic Opportunity  
107 East Madison Street  
Tallahassee, Florida 32399-4120

TRANSMITTED VIA EMAIL

Dear Director Lawson:

As Chair of the Citrus Levy Marion Workforce Development Consortium for local workforce area 10, I am writing you regarding the draft version of the Sub-grantee Agreement which has a proposed effective date of July 1, 2020.

From the timetable provided, we have been given 11 calendar days to respond with comments from April 13, 2020. I have several concerns regarding the timetable allotted us for comments. First, it is my understanding that it was stated at the February 2020 CareerSource Florida Board meeting that this would be released for comment within two weeks. Secondly, I understand that the normal comment period of draft policies issued by your Department is 30 days.

Given the fact that this Agreement requires the approval of both our local workforce board and Consortium, this timetable is unrealistic. Both meetings require public notice under Florida's Government in the Sunshine law. Since this Agreement was promised to be released, at the latest, the first of March, I see no valid reason for emergency action by either the local workforce board or the Consortium.

Furthermore, this is the first revised Sub-grantee Agreement that has been presented to us since 2012. It contains numerous changes, some obvious and others less so.

Therefore, I am requesting that you amend your timetable for comments to allow the full 30 day period that you afford us for policies issued by the Department.

Sincerely,

Commissioner Jimmie T. Smith  
Citrus County Board of County Commissioners  
Consortium Chair, CareerSource CLM

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 800 434-5627, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com). Please make request at least three business days in advance.

3003 SW College Road | Suite 205  
Ocala, Florida 34474  
p 352-873-7939 | 800-434-5627

# 2020 Subgrantee Agreement

Overview of Concerns and Issues

# General Concerns

- ▶ Several clauses in the Agreement verge on “rule making” without following the proper procedures
  - a. The DEO has not followed the rulemaking procedures provided for in FS 120; In particular among other things the comment period does not meet the statutory requirements for public hearings and comments.
  - b. The contractual clauses falling in this category exceed DEO’s rule making authority

# General Concerns

- c. The contractual clauses falling in this category enlarges and/or modifies, or contravenes the specific provisions of WIOA and or 2 CFR 200 et seq. in violation of FS 120.
- d. The contractual clauses falling in this category impose costs on the regulated person, county, or city which could be reduced by the adoption of less costly alternatives that substantially accomplish the statutory objectives.

# Specific Concerns

- ▶ Section 2: Term/Expiration
  - WIOA does not allow for the de-certification of local areas/boards without a hearing
- ▶ Section 3: Fiscal and Administrative Controls
  - WIOA funds must be provided within 30 days of allotment to the states – pursuant to WIOA 128 and 133 and 20 CFR 683.120
  - The state is obligated to allocate the formula portion of WIOA to the local areas – this right is not waivable and the language in this section is contrary to the overriding federal statute

- ▶ Section 3: Fiscal and Administrative Controls
  - WIOA funds must be provided within 30 days of allotment to the states – pursuant to WIOA 128 and 133 and 20 CFR 683.120
  - The state is obligated to allocate the formula portion of WIOA to the local areas – this right is not waivable and the language in this section is contrary to the overriding federal statute

# Specific Concerns

- ▶ Section 3: Fiscal and Administrative Controls
  - Generally, the state could only take the action above after a hearing and consultation with the applicable local elected officials. It is recommended this section be modified or deleted as the power of the state is already contained within the authorizing legislations
  - (Consultant fees) Are allowed by CFR200 as long as reasonable and necessary, what is the rationale for the \$710 per day cap?

# Specific Concerns

- ▶ Section 4: Performance, Reporting...(c)
  - “sole discretion” on meaning of “full cooperation”
  - Full reimbursement of costs– DEO receives federal funds to conduct monitoring and oversight
- ▶ Section 4: Performance, Reporting...(f)
  - WIOA requires performance negotiations this is not discretionary to DEO
- ▶ Section 8: Background Screening (Level 2)
  - There has been a problem gaining authority for this level of screening.

# Specific Concerns

- ▶ Section 10: Procurement
  - (g) FWDA membership: CFR 200 allows for memberships with federal funds. FWDA serves as a statewide training and coordinating association for local workforce boards.

# Specific Concerns

## ▶ Section 11: ....Travel

- Limitation of \$150 per night hotel room, unless negotiated group rate exceeds. State law only pertains to state agencies, extending this requirement to local boards fails to consider hotel rates in areas where staff travel (Tallahassee during session, etc). Reasonable and necessary should be the standard.

## ▶ Section 12: Board Governance

- Website posting requirements are not required and posting of contract information could impede proper procurement, etc.

# Specific Concerns

- ▶ Section 14: Related Parties
  - (c)(i) requires a board member or staff with a conflict to leave the room when the item is considered. WIOA requires no participation in, or voting on any matter where a conflict exists. State Ethics requires completion of Form 8B and attaching that to the minutes. No other public body is subjected to this requirement.

# ROBERT A. STERMER

ATTORNEY AT LAW  
7480 SW HIGHWAY 200  
OCALA, FLORIDA 34476

TELEPHONE: (352) 861-0447

E-MAIL: svl@atlantic.net

FACSIMILE: (352) 861-0494

April 27, 2020

Thomas E. Skinner, Jr.  
Executive Vice President  
CLMRWDB  
Enterprise Center  
3003 SW College Road  
Suite 205  
Ocala, FL 34474-6252

Re: Draft Agreement between [LWDB] and the Florida Department of Economic Opportunity

Dear Mr. Skinner:

The following are my comments in regard to the above-referenced agreement. Comment numbers refer to the correspondingly numbered paragraphs of the agreement.

3a. This paragraph appears to prohibit the use of unrestricted funds to defend or prosecute claims against the State of Florida. This would seem to be unconstitutional in that it prevents the subrecipient from petitioning the government for a redress of grievances by use of the court system even when the subrecipient is using its own money.

3j. There is a limitation on payment of consultants to "\$710.00 per day," but the term "consultant" is not defined in the agreement. This works out to a rate of \$88.75 per hour for an eight (8) hour work day. Most professionals will not work for such a low rate, so it is suggested that this rate is unpractically low unless licensed professionals are excluded from the definition of "consultant." Also, federal law permits payments so long as they are reasonable. There is no restriction in Federal law which requires a limit to \$710.00 per day.

4c. This paragraph requires the subrecipient to reimburse DEO for the cost of investigations which result in suspension or termination of the agreement. However, in such event, the subrecipient would not have the funds to reimburse DEO. Additionally, DEO is funded to perform this task by the Federal government and so would be receiving double payment for this task.

4d. The term "Completed Salary Cap" is not defined in the Agreement.

6y. There should be an alternate procedure for bringing personnel matters to DEO's attention when the personnel liaison is the person whose actions/activities are under question or where that

Thomas E. Skinner, Jr.  
Executive Vice President  
CLMRWDB  
April 24, 2020  
Page 2

person has a close personal relationship with the person whose action/activities are under question.

7f.vii. DEO needs to specify what information it would like the subrecipient to maintain which would be sufficient to allow DEO to conduct an audit of transactions.

7g. This provision prohibits the local Board from providing notifications as required by state statute unless the same are approved by DEO. It further makes the Board responsible for the payment of all fees and costs. The State Department of Legal Affairs has the ability under F.S. §501.171 to fine the Board up to \$500,000.00 for failure to make required notifications to it. If the Board requests permission to serve notification and DEO denies that request, DEO, and not the Board, should be responsible for the payment of any fines assessed.

8b. The Board has not been able to obtain level 2 screenings for any employee. If such screenings are necessary DEO should take the lead in obtaining the screenings. Further, DEO should commit to a reasonable time frame for the performance of such screenings, as any long delay is likely to result in persons who are offered employment selecting positions with employers who are ready to employ them immediately.

10g. To the best of the undersigned's knowledge, Florida will be the only state which prohibits the use of program funds for payment of membership fees in a State's Workforce Development Association, or similar organization.

11b. The term "executive staff" is undefined.

12b.iii. The term "plain language version" is undefined. Further, the restatement of legal agreements into terms easily understood by those having little or no knowledge of legal terms and their import, if that is the intent of this provision, may entail considerable extra legal expense for local Boards.

15c.i. The requirement that Board Members remove themselves from the room prior to any decisions is demeaning and will undoubtedly result in Board member resignations. Further, there is no guidance as to what should be done as to Board members attending meetings telephonically if this measure is retained in the Agreement.

Should you have any questions in regard to the foregoing, please do not hesitate to contact me. I remain,

Very truly yours,

A handwritten signature in black ink, appearing to read 'RAS', with a long horizontal flourish extending to the right.

Robert A. Stermer

RAS/kas

**AGREEMENT  
BETWEEN [LWDB]  
AND THE  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

This Agreement is entered into between the State of Florida, Department of Economic Opportunity (“DEO”), and [LWDB] (“Board” or “Subrecipient”). The Florida Department of Economic Opportunity and [LWDB] are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

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

**WHEREAS**, the Board is a “subrecipient” of funds (as that term is defined by federal law), and a “recipient” of funds (as that term is defined by state law); and

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

**1. DEFINITIONS AND ACRONYMS.**

- a. **“Board”** means Local Workforce Development Board
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“LWDA”** means Local Workforce Development Area.
- h. **“MOU”** means Memorandum of Understanding.
- i. **“NFA”** means Notice of Award/Notice of Fund Availability.
- j. **“RA”** means Reemployment Assistance.
- k. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- l. **“State Board”** means the State Workforce Development Board
- m. **“TAA”** means Trade Adjustment Assistance.
- n. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- o. **“WP”** means the Wagner-Peyser Act.
- p. **“WT”** means the Welfare Transition program.

- 2. TERM AND EXPIRATION.** The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the “Expiration Date”), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board’s approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Termination Date is the “Agreement Period”. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

### 3. FISCAL AND ADMINISTRATIVE CONTROLS.

- a. DEO will provide funds in consideration for the Subrecipient's satisfactory performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

WIOA cites the metrics that must be used in the calculation of local area allocations. These are provided by DEO to the State Board that has the authority to approve the methodology used, hear protests/comments and set the final allocations, not DEO. Please cite the legal reference that is the basis for the above.

The lack of appropriation or availability of funds shall not create DEO's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced.

The Subrecipient shall not expend funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

Please cite the legal reference for the above. Does this mean that Board staff cannot participate in the drafting of a response or technical expert to the CLEO and Board?

- b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.

- c. Accountability for Funds.

- i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA.

There is a process described I WIOA that a local area may use to appeal any adverse action and should be cited and the process I compliance with that portion of the law and regulations provided.

- ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.

- iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.
- iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section.
- e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas and/or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas/prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.

- j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of \$710 per day and must be documented as reasonable and necessary.

What is the basis for the \$710 limit? This appears to be arbitrary. Please cite the rationale for this determination. All costs must be reasonable and necessary, so that part is redundant. Please define the term "consultants."

#### 4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

- a. DEO may request any information at any time from the Subrecipient. The requirement should contain a notice and allow for a negotiated time to comply.

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

- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.
- c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary.

The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement.

DEO is funded to provide oversight and therefore this statement is not appropriate.

The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

- d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
- Completed Salary Cap by April 1;
  - Annual detailed budget of revenues and expenditures by funding source by July 1; and
  - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30.
- e. The State Board and DEO have established special guidelines concerning audit quality as guidance for

the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:

- i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
- ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
- iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
- iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

**Please further define "affiliated organizations"**

- v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.
  - vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.
  - vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the Board for any of the previous five years.
- f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any

findings, deficiencies, recommendations, or other areas of concern. At DEO's discretion, the Board may negotiate minimum levels of state or federal performance for the programs it administers. The Board's failure to meet the minimum established state or federal threshold of its negotiated level of performance or its failure to comply with any item may constitute grounds for corrective measures. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other remedy available to DEO by law.

- 5. THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following One-Stop delivery system requirements:

- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor.

**Please attach the Governor's Policy to this document so that each party understands ad has at hand that document**

The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.

- b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 20 CFR part 200 (or any corresponding similar regulation or ruling).
- c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.
- d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.
- e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.

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

- a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.
- b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at

the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

- c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.
- d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.
- g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.
- i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

## **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.

- b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS** by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.
- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.
- e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO systems to Board staff.

**Please define "access to DEO systems". Board and contractor staff must have access to certain DEO systems in order to carry out their duties.**

- f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:
- i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
  - ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
  - iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
  - iv. ensure that any entity to which the Board further discloses the information complies with these terms;
  - v. not store the information on any portable storage media device(e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
  - vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi).

- However, the Board may not seek to delete information from DEO's information systems;
- vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
  - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
  - ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves the right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

## **8. BACKGROUND SCREENINGS.**

- a. Level 1 Screenings.
  - i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.
  - ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
  - iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
  - iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.
- b. Level 2 Screenings.

Level 2 screenings have been a troublesome issue over the years. Boards have attempted to gain permission to access this level of screening and have been rejected. Please clarify the role of DEO in getting access for local boards and any alternative if that is not possible.

- i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.
- ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.
- iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.
- iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining state merit staff the required Level 2 background screenings pursuant to DEO's established processes and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

## 9. LOCAL PLAN AND ASSURANCES.

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.
- b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security's E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee's Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

## 10. PROCUREMENT.

- a. If the Board is affiliated with a local government entity and enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

All boards are, to some extent, "affiliated with a local government", please clarify this term in relation to boards that are "special districts", etc.

- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.

- d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO's electronic information technology equipment or software. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO

Many states have state associations that provide an array of services to the membership of the association. These other states do not prohibit the use of federal funds for information sharing and training. FWDA has several "peer groups" such as COO, Communication, WIT and CFO , who meet and share information and best practices. Those groups are often used by DEO to share state guidance and information. FWDA also has sponsored an annual "workforce professional development summit", which has included best practice presentations from Florida's workforce boards, USDOL presentation, FDOE presentations and DEO presentations. FWDA also responds to requests from various legislators for information about Florida's local workforce system. FWDA is careful about ensuring that any work done on its behalf and paid for with association funds are paid for with non-federal funds, thus complying with the law.

Please cite the authority and rationale for restricting the use of local board funds for membership and other services that are not specifically prohibited by law.

- h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

## **11. COMPENSATION AND TRAVEL.**

- a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall

ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the performance of the award and are a prudent use of federal funds.

- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
  - i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
  - ii. Lodging expenses for an employee of the Board may not exceed \$150 per day, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses more than \$150 per day.

This is not a state law applicable to local boards. Please explain the rationale and authority for applying this to local boards. In addition, many local director and staff are members or participants in events that do not have “negotiated group rates” in cities across the US where room rates are in excess of this. Boards always seek to determine the most reasonable accommodations keeping in mind the local travel distance, the event and the safety of its staff. This requirement should be removed and similar language to the above be inserted.

- iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board’s travel and expense policy. The Board’s travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

## **12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.**

- a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.
- b. The following information must be posted on the Board’s website in a manner easily accessed by the public:
  - i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
  - ii. Employee positions and salary information for each position (including any benefits and performance bonuses).

This requirement exceeds the requirement imposed upon state agencies and is detrimental to the morale and ability of the local board to recruit and retain staff. The other requirements regarding contracts impact the local Board’s ability to have a fair procurement. While all records listed are public records, the law does not require this level of disclosure.

Listing information about Board members that is required in their Form 1 filing is also detrimental to the recruitment and retention of board members. This should be removed, and, if deemed necessary state that all board members must file the appropriate forms with the State Ethics Commission.

- iii. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including

- marketing, or for the purchase or lease or use of lands, facilities, or properties.
- iv. A list of all Board members, company or entity that the Board member is employed by or owns, and their terms of service.
  - v. Interlocal agreement(s), as applicable
  - vi. Single Audit for the last two years.
  - vii. Board meeting minutes within 15 days of Board approval.
  - viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.
- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
- f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

### **13. ETHICS.**

- a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
  - i. The acceptance of gifts;
  - ii. Self-dealing;
  - iii. A prohibition on unauthorized compensation;
  - iv. Conflicting employment or contractual relationships;
  - v. Appropriate disclosure and use of information; and
  - vi. Nepotism.
- b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that separate entities are designated, or procured, to perform the functions of fiscal agent, staff to the Board, one-stop operator and direct service provider.
- c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.
- d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.
- e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

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

- a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, policies, procedures, and rules.
- b. The Board must develop and implement clear processes and procedures for recruiting Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, policies, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.

- d. The Board shall develop mandatory Board orientation and training for governing Board members and CLEOs. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets of training participants.

**15. RELATED PARTIES.** The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

- a. Related Parties. For purposes of this Agreement, “Related Party” includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- b. Related Party Contract. For purposes of this Agreement, “Related Party Contract” means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year, or that actually arose in the current year and were not previously disclosed.

- i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that: (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract;

Leaving the room is not required by state law and creates several other issues. Most boards that are multi-county use technology for the conduct of their meeting. How is “leaving the room” to be implemented if the meeting is telephonic or through such a platform as “Zoom”? How are local boards expected to document “leaving the room”? are but two questions. State law requires announcing the conflict, filing form 8B and making that form part of the meeting minutes. Please remove this requirement.

- (ii) the Board member or employee with the conflict is not physically present during the voting; and
    - (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.
  - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.

- d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor.

For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made.

This creates a possible avoidance of the related parties approval process. A

member could not disclose a conflict until after the meeting and then only require to notify the board secretary. Does this mean that the Board does not have to have a 2/3 vote, is not required to send the related parties forms to the state? Please provide more details on the process for being compliant with the law in such instances as cited here regarding an after-the-fact declaration of conflict.

If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.

- e. Contracts \$25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than \$25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).
- f. Contracts Less Than \$25,000. Within 30 days after execution of any contract less than \$25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).

## 16. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
- d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
- e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of One-Stop providers, and a holiday closure schedule which adopts either the federal or state holiday schedule. The proposed schedule must be approved by the Board and posted on the LWDA

website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency circumstances (e.g., an order of the President or Governor ordering a shutdown, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

Boards have adopted holiday schedules that conform generally to either the state or federal schedule, but may also offer other days off. Some boards are part of local government or state college systems. Can the Board adopt a variant of the basic state or federal schedule to include other days off. These may include the day after Thanksgiving or Christmas Eve as well.

**17. SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for each comprehensive career center to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

**18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

**19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

**20. LIAISONS.**

- a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
- b. DEO's formal liaison for purposes of this Agreement is Caroline Womack. Ms. Womack can be reached at [Caroline.Womack@deo.myflorida.com](mailto:Caroline.Womack@deo.myflorida.com) or (850) 245-7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Richardson, or other designee.
- c. The Board's formal liaison for purposes of this Agreement is [insert contact]. [insert contact] can be reached at [insert contact's email], or [insert contact's phone number]. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to [insert contact], or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

**21. REQUIRED LOCAL POSITIONS.**

The Board shall appoint:

- i. A Regional Security Officer.
- ii. A custodian for purchased property and equipment.
- iii. A personnel liaison (must be a DEO merit staff member).
- iv. A public records coordinator.
- v. An Equal Opportunity Officer, consistent with 29 CFR 38.

vi. An Ethics Officer

**Can the Ethics Officer be the Board's attorney or must they be a staff member? Can this be an additional duty?**

**22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar

import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.

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

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

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**[LWDB Chairperson or person with authority to  
sign on behalf of LWDB (verify authority if not  
chairperson)]**

By: \_\_\_\_\_  
*Signature*

Printed Name: Ken Lawson  
Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

**[Chief Local Elected Official]**

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

## **EXHIBIT A**

### **AUDIT REQUIREMENTS**

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

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

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal

year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 2 For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3 If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

#### **AUDITOR WORK PAPERS ON INTERNAL CONTROLS**

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

### **PART IV: REPORT SUBMISSION.**

- 1 Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2 Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):

[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC #75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

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

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

- 3 Copies of reports or the management letter required by Part III of this form shall be submitted by

or on behalf of the recipient directly to:

Electronic copies (preferred):

[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity

MSC #75, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

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Attachment 1 to EXHIBIT A

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project (LIST STATE AWARDING AGENCY, CATALOG OF STATE  
FINANCIAL ASSISTANCE TITLE AND NUMBER - \$ AMOUNT, IF APPLICABLE

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

1. FIRST APPLICABLE COMPLIANCE REQUIREMENT (E.G.,  
WHAT SERVICES/PURPOSES RESOURCES MUST BE USED FOR).
2. SECOND APPLICABLE COMPLIANCE REQUIREMENT (E.G., ELIGIBILITY  
REQUIREMENTS FOR RECIPIENTS OF THE RESOURCES).
3. ETC.

NOTE: List applicable compliance requirements

NOTE: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

## **EXHIBIT B**

### **Individual Non-Disclosure and Confidentiality Certification Form**

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

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

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

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

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

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

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Employee \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**EXHIBIT C**  
**CONTRACT INFORMATION FORM**

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

I, \_\_\_\_\_, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource \_\_\_\_\_ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Contract Number or Other Identifying Information, if any: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Value of the Contract/Renewal/Extension: \_\_\_\_\_

Description of goods and/or services to be procured: \_\_\_\_\_

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: \_\_\_\_\_

The nature of the conflicting interest in the contract: \_\_\_\_\_

The board member or employee with the conflict of interest did did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

**If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.**

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

\_\_\_\_\_  
Signature of Board Chair / Vice Chair\*

\_\_\_\_\_  
Print Name

\* Must be certified and attested to by the board's Chair or Vice Chair.

\_\_\_\_\_  
Date

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

I, \_\_\_\_\_, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) \_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:

Local	Workforce	Development	Board: _____
Contractor Name		&	Address: _____
Contractor Contact		Phone	Number: _____
Description or	Nature	of	Contract: _____
Description of Financial Benefit*: _____			

For purposes of the above contract the following disclosures are made:

The contractor's principals\*\*/owners\*\*\*: (check one)

\_\_\_\_\_ have no relative who is a member of the board or an employee of the board; OR

\_\_\_\_\_ have a relative who is a member of the board or an employee of the board, whose name is: \_\_\_\_\_

The contractor's principals\*\*/owners\*\*\* \_\_\_\_\_ is \_\_\_\_\_ is not (check one) a member of the board. If applicable, the principal's/owner's name is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Member/Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

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

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

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

## Grantee-Subgrantee Agreement Comments

### Region 22

Submitted April 17, 2020

#### Introductory remarks:

Under WIOA, the federal, state and local government entities each have a role. We are certainly aware, that the state has had its challenges in some of the local areas that have come to the attention of the public and US DOL. We know that the reaction is often to adopt stringent policies and rules in reaction to the circumstances. However, we would ask the state to consider that some of the rules and policies imbedded in this new Master Agreement are being imposed against local areas that are doing the right thing and are being punished for their efforts. The “bad apples” have been identified and vanquished.

We have embedded our comments in the body of this agreement in color to make it easier for the state staff to read. We appreciate your consideration prior to the finalization of this agreement.

1. CSBD respectfully posits that several clauses in the proposed Master Agreement rise to the level of “rule making.”

FS 120.52 (16) tells us that a “rule” means:

“Each agency statement of general applicability that implements, interprets, or prescribes law or policy or describes the procedure or practice requirements of an agency and includes any form which imposes any requirement or solicits any information not specifically required by statute or by an existing rule.”

2. CSBD respectfully asserts that several of clauses which should be promulgated as rules are an invalid exercise of the powers and functions of DEO because pursuant to FS 120.52 (8):
  - a. The DEO has not followed the rulemaking procedures provided for in FS 120; In particular among other things the comment period does not meet the statutory requirements for public hearings and comments.
  - b. The contractual clauses falling in this category exceed DEO's rule making authority
  - c. The contractual clauses falling in this category enlarges and/or modifies, or contravenes the specific provisions of WIOA and or 2 CFR 200 et seq. in violation of FS 120.
  - d. The contractual clauses falling in this category impose costs on the regulated person, county, or city which could be reduced by the adoption of less costly alternatives that substantially accomplish the statutory objectives.
3. Florida is a Home Rule state and a number of the local area administrative entities are embedded in local government which has absolute power to establish its form of government without state prior approval and several of the clauses in the Master Agreement are contrary to ordinances, codes and resolutions adopted by those local governmental units. Further there are other local areas that follow local government policies as they relate to clauses which are not aligned with those local government policies enacted through codes, plans,

ordinances and resolutions.

4. 20 of Florida Counties have adopted Charters and are governed in accordance with those charters. It could be argued that this gives the elected officials who are the oversight entity over the local boards, powers which do not belong to the state and that interference with local governance with state rules or policies is inappropriate.
5. The agreement reiterates quite a bit of regulatory required compliance. Consideration should be given to deleting those requirements as compliance is already covered by those regulations

**AGREEMENT  
BETWEEN [LWDB] AND  
THE  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

This Agreement is entered into between the State of Florida, Department of Economic Opportunity ("DEO"), and [LWDB] ("Board" or "Subrecipient"). The Florida Department of Economic Opportunity and [LWDB] are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

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

**WHEREAS**, the Board is a "subrecipient" of funds (as that term is defined by federal law), and a "recipient" of funds (as that term is defined by state law); and

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

**1. DEFINITIONS AND ACRONYMS.**

- a. **"Board"** means Local Workforce Development Board
- b. **"CDBG-DR"** means Community Development Block Grant-Disaster Recovery.
- c. **"CFR"** means Code of Federal Regulations.
- d. **"CLEO"** means the Chief Local Elected Official
- e. **"DCF"** means the Florida Department of Children and Families.
- f. **"FDLE"** means the Florida Department of Law Enforcement.
- g. **"LWDA"** means Local Workforce Development Area.
- h. **"MOU"** means Memorandum of Understanding.
- i. **"NFA"** means Notice of Award/Notice of Fund Availability.
- j. **"RA"** means Reemployment Assistance.
- k. **"SNAP E&T"** means the Supplemental Nutrition Assistance Program Employment & Training program.
- l. **"State Board"** means the State Workforce Development Board
- m. **"TAA"** means Trade Adjustment Assistance.
- n. **"WIOA"** means the Workforce Innovation and Opportunity Act.
- o. **"WP"** means the Wagner-Peyser Act.

p. “WT” means the Welfare Transition program.

2. **TERM AND EXPIRATION.** The Effective Date of this Agreement is July 1, 2020. This Agreement ends on June 30, 2021 (the “Expiration Date”), unless otherwise terminated as set forth herein. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board’s approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Termination Date is the “Agreement Period”. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is re-designated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

**WIOA does not allow for the de-certification of local areas/boards without a hearing – DEO should recognize that it does not have the absolute power to terminate this Agreement and should modify the language accordingly.**

### 3. FISCAL AND ADMINISTRATIVE CONTROLS.

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

**WIOA funds must be provided within 30 days of allotment to the states – pursuant to WIOA 128 and 133 and 20 CFR 683.120**

**The state is obligated to allocate the formula portion of WIOA to the local areas – this right is not waivable and the language in this section is contrary to the overriding federal statute**

**Further the word “performance” in this context is inappropriate at least as it applies to WIOA – because termination for lack of performance must be defined in accordance with WIOA and not loosely to encompass unknown parameters as is the case with the language as written.**

- b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO’s financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient’s receipt of funding made under an NFA may be conditioned upon the Subrecipient’s performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient’s receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.

Usually NFA's contain conditions subsequent (upon expenditure) not preceding the issuance of the NFA can DEO please review the language?

c. Accountability for Funds.

- i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA.

WIOA 184 and 20 CFR 683.700

"except for actions under WIOA secs. 116 and 188(a) or 29 CFR parts 31, 32, 35, and 38 and 49 CFR part 25, the Grant Officer must use the procedures outlined in § 683.440 before imposing a sanction on, or requiring corrective action by, recipients of funds under title I of WIOA.) this applies to recipients (states) and their actions vis a vis their sub-recipients as well.

Generally, the state could only take the action above after a hearing and consultation with the applicable local elected officials. It is recommended this section be modified or deleted as the power of the state is already contained within the authorizing legislations

- ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.

Language should note that this could happen only following a hearing

- iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds

Can the state provide the citation providing this authority?

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(ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Sub-recipient is not entitled (each such event an "Overpayment"), then the Sub-recipient shall return such Overpayment of funds to DEO.

We do not agree that overpayment is an appropriate term – as there may be a difference of opinion on the use of funds as not every type of expenditure can possibly be defined – some may be subject to further consideration

- iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

The Administrative Law Judge or the courts should be the final authority on the expenditure and 30

days in not reasonable - the resolution process provided for in federal law is longer than 30 days and requires more than an arbitrary determination in someone's office

- d. By signature below, the Sub-recipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Sub-recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Sub-recipient to ensure compliance with this section.
- e. By signature below, the Sub-recipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas and/or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas/prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- f. The Sub-recipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one- stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Sub-recipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Sub-recipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by DEO may not be used to pay consultants in excess of \$710 per day and must be documented as reasonable and necessary.

This is a federal government standard and there is no reason to apply this to the local level. It is not codified in 2 CFR 200 et seq. As long as there is a proper procurement local areas should be able to select consultants as needed.

#### **4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.**

- a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO,

So long as the time frame is reasonable – or insert a reasonable time for notice

so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.

- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.

- c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, **in its sole discretion**, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary.

Please consider rewording the language above. This agreement is so one-sided it is questionable that it would be enforceable as in many respects DEO is holding formula funds and funds awarded by the legislature hostage unless the agreement is signed. A court would be hard pressed to agree that everyone was represented and had a fair opportunity to negotiate as many of the terms and conditions are not negotiable.

The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement.

This above is not required under federal law and is punitive in nature – as once funds are suspended then local government would be liable and it is unlikely that this is insurable – DEO is using grant funds to do its investigation as a part of its role as the oversight entity – they should not be paid twice and should not be reimbursed for doing their job under the grants and also pay their staff with grant funds.

This is an equity issue. The state is already being paid to conduct this oversight

The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

- d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com by the deadlines prescribed below:
- Completed Salary Cap by April 1;
  - Annual detailed budget of revenues and expenditures by funding source by July 1; and
  - Completed Internal Control Questionnaire signed by Board Chair and Executive Director

by September 30.

- e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:
- i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
  - ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
  - iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
  - iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
  - v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.
  - vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.
  - vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm

had not been engaged with the Board for any of the previous five years.

- f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern **prior to the meeting**. At

DEO's discretion,-

**This is not at DEO discretion – this is required to be negotiated WIOA § 116**

the Board may negotiate minimum levels of state or federal performance for the programs it administers. The Board's failure to meet the minimum established state or federal threshold of its negotiated level of performance or its failure to comply with any item may constitute grounds for corrective measures.

**Language should be added to acknowledge that this is only after failing the measures 2 years in a row**

DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other remedy available to DEO by law.

- 5. **THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following One-Stop delivery system requirements:

- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.
- b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).

**Can this Master Agreement recognize other options which might not require ¼ ly reconciliation?**

**The USDOL also allows for a technology presence which would not necessarily require quarterly reconciliation as the cost would be stable throughout the year or a mall approach supported by a lease which would also not require 1/4ly reconciliation**

**Also in Florida a large portion of partner funding streams are sub state allocated and accounted for locally through cost allocation –**

- c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.
- d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.
- e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.

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

- a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.
- b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.
- c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.
- d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.
- g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board

will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.

- h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services.

**This seems to go above and beyond them handling the HR issues. This sounds like we can't deploy the staff locally as we see fit unless we plan it with DEO. Consider rewording.**

The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.

- i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

## **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.
- b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.

- e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO systems to Board staff.
- f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall use the information it receives only for purposes authorized by law and consistent with this Agreement;
  - i. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
  - ii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
  - iii. ensure that any entity to which the Board further discloses the information complies with these terms;
  - iv. not store the information on any portable storage media device(e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
  - v. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO's information systems;
  - vi. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
  - vii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
  - viii. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO reserves the right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

## 8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

- i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.

**Question: Is DEO requiring boards ask their sub-recipients to do level 1 screenings of their staff?**

- ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
- iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

b. Level 2 Screenings.

- i. The Board shall identify and disclose to DEO all Board staff positions that may be granted access to confidential data, including confidential data stored in the information systems used by workforce service providers to manage and report participant information. The Board must review all board staff positions to determine if the positions should be designated as a position of Special Trust. Positions determined by DEO to be positions of special trust, and all employees placed or considered for placement in a Board Special Trust Position must undergo a Level 2 background screening as set forth more specifically below. For all Board Special Trust Positions, only a Level 2 background screening is necessary.
- ii. Level 2 background screenings are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to theft, fraud, forgery, embezzlement, crimes of violence or any similar matters are not approved for access to confidential information. This includes individuals who plea or pleaded nolo contendere or no contest to such charges or offenses; negative information of this type may disqualify a person from being granted access to confidential information under this Agreement. The Level 2 background screenings must

include a state and National Criminal Information Center check through the Federal Bureau of Investigations with no negative results to the above type of offenses/convictions.

- iii. For Board employees that have not had a Level 2 background screening within the past five years and who are currently employed in a Board Special Trust Position, the Board shall transmit a list of those employees in the method prescribed by DEO, in form and substance acceptable to DEO, within 45 days after request by DEO. DEO and the Board shall coordinate to establish a timeline to conduct all level 2 background screenings for current Board employees in a Board Special Trust Position. If the Board intends to place a new employee in a Board Special Trust Position, then the Board shall require that employee undergo a Level 2 background screening prior to any offer of employment. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.
- iv. State merit staff shall undergo Level 2 background screenings pursuant to the standards specified in section 435.04, Florida Statutes, as a pre-condition of employment. DEO will assist the Board in obtaining state merit staff the required Level 2 background screenings pursuant to DEO's established processes and procedures. The Level 2 background screening must be conducted at least every five years of consecutive employment and upon re-employment in all circumstances.

(Shouldn't we ask that the results of the background screening should be shared with the local Board?)

#### 9. LOCAL PLAN AND ASSURANCES.

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.
- b. Executive Order 11-116, signed May 21, 2011, by the Governor of Florida, requires DEO to use the U.S. Department of Homeland Security's E-Verify system. The Board shall utilize the E-Verify system to verify the employment eligibility of all new employees after the Effective Date. After the Effective Date, and for all current employees, prior to any promotion or during that employee's Level 1 or Level 2 background rescreening, the Board shall use the E-Verify system.

This is a new requirement for local areas is there a cost associated with e-verify?

#### 10. PROCUREMENT.

- a. If the Board is affiliated with a local government entity

Please define affiliated

and enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
- d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO's electronic information technology equipment or software. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. The Board may not purchase memberships or enter into any agreements with the Florida Workforce Development Association with funds provided by DEO.

It is suggested that DEO reconsider this section. 2 CFR 200 et seq allows for memberships.

While the state and the local areas may not always agree having an association that is staffed and can vocalize statewide issues through a single individual to DEO in an organized and reasonable way is advantageous to the state and the local areas.

If the state is concerned with respect to any FWDA advocacy activities then require that funds that support advocacy not be paid with grant funds. It is never healthy to stem outlets for

engaging in reasonable discussions. FWDA has worked for many years very cooperatively with the state and should not be discarded.

- h. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

#### 11. COMPENSATION AND TRAVEL.

- a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the performance of the award and are a prudent use of federal funds.

We understand some of the challenges which have faced DEO and we understand why DEO is seeking for more transparency but this language does not really fix the concerns.

Most if not all boards approve CEO salaries. Consider requiring Board CLEO approval of increases for CEOs and staff not covered by the pay and classifications systems adopted by the Board. This should address the concern

- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
  - i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
  - ii. Lodging expenses for an employee of the Board may not exceed \$150 per day, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses more than \$150 per day.

It is recommended that this section be deleted. It may not have been intended but it is punitive with no basis for adoption. We understand the need for cost reasonableness but do not believe it will be served through adoption of this language

Local areas attached to local government are being increasingly asked to adopt policies not in sync with local government policies – we do not believe this is in accordance with State powers

Local areas which are not part of state government should not have to comply with state restrictions not required by federal law unless the state is also ready to extend all benefits enjoyed by state employees to local area employees

There is no WIOA or 2 CFR 200 requirement for this and no interest being served through this new travel restriction

Hotels run far more than \$150/day in major cities and visits are not always attached to a conference where there is a negotiated rate – as long as there is a legitimate business reason we should not have to be limited to this amount when traveling

This also affects Female staff in particular more than their male counterparts. Female staff need to know that they can stay in safe locations without having to pay out of pocket. This policy has a discriminatory impact as it applies to female staff that would be forced to stay in locations not as secure or pay out of pocket for those locations whereas male staff might not be as uncomfortable in those locations and therefore not have to spend out of pocket

Consider different language to assure reasonableness

- iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

This will be hard to impose on vendors even some sub-recipients like school boards and colleges will push back or won't want to do business with us

## 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

Highlighted below are areas not required by the law – comments follow

- a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:
  - i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
  - ii. Employee positions and salary information for each position (including any benefits and performance bonuses).
  - iii. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
  - iv. A list of all Board members, company or entity that the Board member is employed by or owns and their terms of service.
  - v. Interlocal agreement(s), as applicable
  - vi. Single Audit for the last two years.
  - vii. Board meeting minutes within 15 days of Board approval.

- viii. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.

WIOA only requires items i, iv, and vii be posted.

There is no state or federal requirement for the highlighted items/records to be posted

All of these documents are available through a public records request

If a local area is attached to local government DEO is going beyond Home Rule and Charter rights of local government by making the above highlighted postings a requirement.

Compensation and salaries – while the state does post, most local governmental units do not post this information. Posting this information can lead to dissatisfaction among non-executive staff who generally don't inquire as to the salaries of other non-executive staff. This may lead to unintended consequences of law suits, complaints and other types of HR claims. This is because most boards are single focus entities with easily identified positions as opposed to all the staff at the state or a college

While local staff salaries can be deemed public record by the state and can be requested many local staff would be very uncomfortable knowing their neighbor can look on their work website and see their salaries. Consider only requiring executive staff salary postings if any.

Studies have shown that not all transparency has the positive results intended. What interest is served in the posting of contracts? Again, while these are public records they are rarely requested. We think this would impact local area ability to negotiate with private entities bidding on local contracts

We are not sure what interest is served by posting the interlocal agreements (which in some case are already posted as part of Local Plan documents anyway). There is already a federal requirement that local elected officials be provided with the interlocal upon election to a position which makes them a part of the governance structure

DEO already gets these documents upon request or during monitoring so DEO has no reason to have to pull the documents from the local websites.

Most boards and one-stops share the same websites – contracts and salaries so easily accessible to participants and customers who would not otherwise think to request this information may give rise to a variety of demands and complaints such as a participant not receiving the services that were “contracted for”, misunderstandings about what was contracted for, comparisons with services received and the wages paid an individual

Posting audits and broadcasting total funds is very different from posting funds associated with a college, school board or governmental entity. Local funds are specific and much easier to identify – we would request the state reconsider as a public records request would provide this.

ADA requirements would have to be met for all non required postings as the state is aware this is costly

- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability

and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.

No problem with the content but has little to do with grant implementation – suggest deleting and implementing through policy

- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.

Unless the state is a named party what interest is served by noticing the state regarding civil litigations, investigations etc.

For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).

- f. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

DOE is a pass through for most of our funds not the sponsor. The program is sponsored by the local board and DOE should not need to be in the same size and type as the organizations name.

#### ETHICS.

- g. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
  - i. The acceptance of gifts;
  - ii. Self-dealing;
  - iii. A prohibition on unauthorized compensation;
  - iv. Conflicting employment or contractual relationships;
  - v. Appropriate disclosure and use of information; and
  - vi. Nepotism.
- h. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make

reasonable modifications to the policy if requested by DEO. The Board must ensure that separate entities are designated, or procured, to perform the functions of fiscal agent, staff to the Board, one-stop operator and direct service provider.

- i. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.
- j. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.
- k. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

### 13. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

- a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, policies, procedures, and rules.
- b. The Board must develop and implement clear processes and procedures for recruiting Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, policies, procedures, and rules.

**Consider revising This is an elected official responsibility the Board can weigh in but the electeds are not required to follow those processes and procedures**

- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- d. The Board shall develop mandatory Board orientation and training for governing Board members and CLEOs. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets of training participants.

### 14. RELATED PARTIES. The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

- a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board

of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.

- b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO any conflicts of interest that may arise during the upcoming year or that actually arose in the current year and were not previously disclosed.
  - i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that: (i) the Board member or employee with the conflict removes himself or herself from the room prior to any discussions at any meeting, including subcommittee meetings, involving the contract; (ii) the Board member or employee with the conflict is not physically present during the voting; and (iii) the Board member with the conflict abstains from any vote regarding the Related Party Contract.
  - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.
- d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. Exhibits C and D must be submitted at or before the Board meeting in which the vote is to take place for board members and employees of the board who have any conflict of interest with the contracting vendor. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made. If the Related Party Contract was approved by the Board in the current or previous fiscal year and the Board intends to continue the Related Party Contract, Exhibits C and D must be submitted annually to DEO for approval prior to the beginning of the next fiscal year.
- e. Contracts \$25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than \$25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).
- f. Contracts Less Than \$25,000. Within 30 days after execution of any contract less than \$25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com).

## 15. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.

there already is 100% accountability for the funds in the statute and regulations

This language would require that local areas get certificates of coverage for the state and may not be able to get, coverage that insures the state –

- d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
- e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of One-Stop providers, and a holiday closure schedule which adopts either the federal or state holiday schedule. The proposed schedule must be approved by the Board and posted on the LWDA website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency circumstances (e.g., an order of the President or Governor ordering a shutdown, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

As the state is aware from time to time holidays such as Christmas and New Years or other holidays that fall on Thursdays or Tuesdays result in the Governor allowing a 4 day weekend - in general the board /CEO's would give approval but it could happen that there is no intervening board meeting and a Director confers with their Chair or CEO who approves without a board meeting – consider slight changes to the wording to recognize such occurrences.

16. **SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for each comprehensive career center to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

17. **SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.

18. **RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.

**19. LIAISONS.**

- a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
- b. DEO's formal liaison for purposes of this Agreement is Caroline Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245-7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Richardson, or other designee.
- c. The Board's formal liaison for purposes of this Agreement is [insert contact]. [insert contact] can be reached at [insert contact's email], or [insert contact's phone number]. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to [insert contact], or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

**20. REQUIRED LOCAL POSITIONS.**

The Board shall appoint:

- i. A Regional Security Officer.
- ii. A custodian for purchased property and equipment.
- iii. A personnel liaison (must be a DEO merit staff member).
- iv. A public records coordinator.
- v. An Equal Opportunity Officer, consistent with 29 CFR 38.
- vi. An Ethics Officer

It is not clear if these positions must be stand-alone. Requiring these 6 positions as stand-alone positions is expensive and also adds to local administrative cost burdens.

Consider adding language that states that the responsibilities associated with these positions can be combined with duties associated with existing positions. Other than the personnel liaison which is funded by DEO, the other positions are not required by law. Even the 188 regulations state that the EEO officer duties can be combined with those of another position.

21. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. **PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.
23. **ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a

waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**[LWDB Chairperson or person with  
authority to sign on behalf of LWDB  
(verify authority if not chairperson)]**

By: \_\_\_\_\_  
*Signature*

Printed Name: Ken Lawson  
Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

**[Chief Local Elected Official]**

By: \_\_\_\_\_  
*Signature*

Printed Name: [insert name]  
Title: [insert title]

Date: \_\_\_\_\_

## **EXHIBIT A AUDIT REQUIREMENTS**

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

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

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

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

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

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

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

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.  
The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):                      or                      Paper (hard copy):

[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
Opportunity

Department Economic

MSC #75, Caldwell  
Building 107 East  
Madison Street  
Tallahassee, FL 32399-  
4126

- b. The Auditor General's Office at the following address: Auditor General

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by

or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
Opportunity

or

Paper (hard copy):  
Department Economic

MSC #75, Caldwell  
Building 107 East  
Madison Street  
Tallahassee, FL. 32399-  
4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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

***- Remainder of Page Intentionally Left Blank -***

Attachment 1 to EXHIBIT A

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project (***LIST STATE AWARDING AGENCY, CATALOG OF STATE FINANCIAL ASSISTANCE TITLE AND NUMBER - \$ AMOUNT, IF APPLICABLE***)

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

- 1. FIRST APPLICABLE COMPLIANCE REQUIREMENT (E.G., WHAT SERVICES/PURPOSES RESOURCES MUST BE USED FOR).**
- 2. SECOND APPLICABLE COMPLIANCE REQUIREMENT (E.G., ELIGIBILITY REQUIREMENTS FOR RECIPIENTS OF THE RESOURCES).**
- 3. ETC.**

*NOTE: List applicable compliance requirements*

*NOTE: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

## **EXHIBIT B**

### **Individual Non-Disclosure and Confidentiality Certification Form**

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

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

12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

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

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

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

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

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Employee Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**EXHIBIT C CONTRACT  
INFORMATION FORM**

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

I, \_\_\_\_\_, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource \_\_\_\_\_ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Contract Number or Other Identifying Information, if any: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Value of the Contract/Renewal/Extension: \_\_\_\_\_

Description of goods and/or services to be procured: \_\_\_\_\_

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: \_\_\_\_\_

The nature of the conflicting interest in the contract: \_\_\_\_\_

The board member or employee with the conflict of interest did ☐ did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

**If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee was not present during the discussion or vote.**

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.

I certify that the information above is true and correct.

\_\_\_\_\_  
Signature of Board Chair / Vice Chair\*

\_\_\_\_\_  
Print Name

\* Must be certified and attested to by the board's Chair or Vice Chair. \_\_\_\_\_ Date

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

I, \_\_\_\_\_, a board member / an employee of the board  
(circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR  
"Other" (describe) \_\_\_\_\_

\_\_\_\_\_ (circle one or more) could benefit financially from the contract  
described below:

Local Workforce Development Board: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Description or Nature of Contract: \_\_\_\_\_

Description of Financial Benefit\*: \_\_\_\_\_

For purposes of the above contract the following disclosures  
are made: The contractor's principals\*\*/owners\*\*\*: (check  
one)

\_\_\_\_\_ have no relative who is a member of the board or an employee of the board; OR

\_\_\_\_\_ have a relative who is a member of the board or an employee of the board, whose name  
is: \_\_\_\_\_

The contractor's principals\*\*/owners\*\*\* is \_\_\_\_\_ is not (check one) a member of the board. If  
applicable, the principal's/owner's name is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Member/Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

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

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

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD  
EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING  
TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR  
BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH  
THE CONTRACTING VENDOR MUST NOT BE PRESENT DURING ANY DISCUSSION AT  
ANY MEETINGS, INCLUDING SUBCOMMITTEE MEETINGS, INVOLVING THE CONTRACT  
AND MUST ABSTAIN FROM VOTING OR BEING PRESENT DURING VOTING BY  
REMOVING HIMSELF OR HERSELF FROM THE ROOM DURING THE PERIOD OF TIME  
THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS  
VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF  
THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE  
WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143,

FLORIDA STATUTES, OR SECTION 101(f), WIOA.

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