

AGREEMENT
BETWEEN CAREERSOURCE (insert)
AND THE
FLORIDA DEPARTMENT OF COMMERCE

This Agreement is entered into between the State of Florida, Department of Commerce (“FloridaCommerce”), and (insert), d/b/a (insert) (“Board” or “Subrecipient”). FloridaCommerce and the Board are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, FloridaCommerce 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 FloridaCommerce; and

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

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

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

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, FloridaCommerce 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 the Local Workforce Development Board.
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official.
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“JVSG”** means the Jobs for Veterans State Grant program.
- h. **“LWDA”** means Local Workforce Development Area.
- i. **“MOU”** means Memorandum of Understanding.
- j. **“NFA”** means Notice of Award/Notice of Fund Availability.
- k. **“RA”** means Reemployment Assistance.
- l. **“RESEA”** means the Reemployment Services and Eligibility Assessment program.
- m. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- n. **“State Board”** means the State Workforce Development Board.
- o. **“TAA”** means Trade Adjustment Assistance.
- p. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- q. **“WP”** means the Wagner-Peyser Act.
- r. **“WT”** means the Welfare Transition program.

2. TERM AND EXPIRATION. The Effective Date of this Agreement is September 1, 2024, and may continue through June 30, 2027 (the “Expiration Date”), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed

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

64 65 3. FISCAL AND ADMINISTRATIVE CONTROLS. 66

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

78
79 a. FloridaCommerce will make funding available to the Subrecipient by issuing NFAs through FloridaCommerce's
80 financial management information system, the Subrecipient Enterprise Resource Application (SERA). The
81 Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful
82 performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all
83 terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition
84 precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if
85 a conflict exists between the terms of this Agreement and any NFA, the terms of the NFA shall control.

86 87 b. Accountability for Funds. 88

89 i. Reduction or Suspension of Funding. FloridaCommerce may partially, completely, temporarily, or
90 permanently reduce or suspend any funding provided under this Agreement or funding made available
91 pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and
92 regulations, or the terms of this Agreement or any NFA. FloridaCommerce will exercise its authority to
93 reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and
94 policies.

95
96 ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, FloridaCommerce
97 has an absolute right to recoup funds. FloridaCommerce may refuse to reimburse the Subrecipient for any
98 cost if FloridaCommerce determines that such cost was not incurred in compliance with the terms of this
99 Agreement. FloridaCommerce may demand a return of funds if FloridaCommerce terminates this
100 Agreement.

101
102 iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state,
103 or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any
104 term or condition of this Agreement results in:

105 (a) an unlawful use of funds;

106 (b) a use of funds that doesn't comply with the terms of this Agreement; or

107 (c) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an
108 "Overpayment"), then the Subrecipient shall return such Overpayment of funds to FloridaCommerce.

110 iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to FloridaCommerce
111 within 30 calendar days of the Subrecipient's discovery of an Overpayment or receipt of notification from
112 FloridaCommerce that an Overpayment has occurred. FloridaCommerce is the final authority as to what may
113 constitute an Overpayment of funds. Refunds should be sent to FloridaCommerce's Agreement Manager
114 and made payable to the "Department of Commerce." Should repayment not be made in a timely manner,
115 FloridaCommerce may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the
116 outstanding balance beginning 30 days after the date of notification or discovery.

- 117
- 118 c. By signature below, the Subrecipient certifies to FloridaCommerce that it has written administrative procedures,
119 processes, and fiscal controls in place for the operation of WIOA, WP, TAA, RESEA, JVSG, SNAP E&T, WT,
120 CDBG-DR and any other program for which the Subrecipient receives funds from FloridaCommerce. The
121 written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum,
122 comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this
123 Agreement. Subrecipient must update written administrative procedures and policies as applicable at least every
124 four years. FloridaCommerce may at any time request copies of the Board's written procedures and policies for
125 review. As needed, FloridaCommerce shall provide guidance and technical assistance to the Subrecipient to ensure
126 compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures,
127 processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future
128 date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such
129 written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.
- 130
- 131 d. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal
132 controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit
133 cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The
134 Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that
135 the value of the supportive service is consistent with the documented need of the participant.
- 136
- 137 e. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance
138 with governing state and federal laws and regulations.
- 139
- 140 f. The Board will appoint at least one Regional Security Officer who is responsible for ensuring the Board's
141 compliance with all information system security matters and system access control for users of FloridaCommerce-
142 owned systems. The Regional Security Officer will comply with policies and requirements imposed by
143 FloridaCommerce.
- 144
- 145 g. The Subrecipient will designate a custodian for purchased property and equipment who will be responsible for
146 ensuring the Subrecipient's compliance with 2 CFR 200.310-200.316.
- 147
- 148 h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery
149 system. The Subrecipient and/or its designated one-stop operator shall be responsible for all activities involved
150 in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and
151 otherwise managing leases.
- 152
- 153 i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents
154 produced, approved, or disseminated by FloridaCommerce, the State Board, or any other entity whose funds are
155 made available to the Subrecipient through FloridaCommerce. These documents will be made available on
156 FloridaCommerce's website or distributed to the Subrecipient through other means.
- 157
- 158 j. Funds provided to the Subrecipient by FloridaCommerce may not be used to pay consultants, as that term is
159 defined in 5 CFR 304.102, in excess of \$815 per day and must be documented as reasonable and necessary.

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

- 161 a. FloridaCommerce may request from Subrecipient any information related to the Parties' performance under this
162
163

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

- 171
- 172 b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take
173 prompt corrective action with respect to any audit findings.
- 174
- 175 c. The Subrecipient shall allow access to representatives of FloridaCommerce (including the Office of Inspector
176 General and Office of Civil Rights), appropriate representatives from other state and federal funding agencies,
177 and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections,
178 investigations, proceedings, hearings, or audits (each a "Compliance Review") without imposing burdensome
179 administrative processes to for such access. The Subrecipient will fully cooperate with any Compliance Review
180 conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement
181 and may result in the termination or suspension of this Agreement and any funding provided by
182 FloridaCommerce. FloridaCommerce reserves the right to, in its sole discretion, decide what constitutes full
183 cooperation under this paragraph. FloridaCommerce may exercise its rights under this paragraph at any time and
184 as frequently as FloridaCommerce deems necessary. The Subrecipient will reimburse FloridaCommerce for all
185 reasonable costs incurred by FloridaCommerce for any activity conducted pursuant to this section that results in
186 the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred
187 from activities conducted under this section that do not result in the suspension or termination of this Agreement.
188 Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (4.c).
189
- 190 d. Annually, the subrecipient shall submit the following information electronically to the Bureau of Financial
191 Monitoring and Accountability at FMA-RWB@commerce.fl.gov and upload to SharePoint by the deadlines
192 prescribed below:
- 193
- 194 i. Completed Salary Cap by April 1;
- 195 ii. Annual detailed budget of revenues and expenditures by funding source no later than two weeks after the
196 chair of the Board approves the budget;
- 197 iii. Completed Internal Control Questionnaire signed by the Board Chairperson and Executive Director by
198 September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the
199 Subrecipient by FloridaCommerce, whichever is later; and
- 200 iv. A final indirect cost rate proposal and supporting documentation must be submitted to FloridaCommerce's
201 Bureau of Financial Monitoring and Accountability as soon after the Board's fiscal year end closes as practical,
202 but no later than six months after the end of the fiscal year, to the FMA-RWB email at [FMA-
203 RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). Boards that negotiate their indirect cost rate with a federal agency must submit a
204 copy of the approved agreement as soon as it is available.
- 205
- 206 e. The State Board and FloridaCommerce have established special guidelines concerning audit quality as guidance
207 for the Board. The Board must procure audit services in accordance with federal law and the applicable state
208 policies that govern the expenditure of federal, state, and non-pass-through funds. The Board is also required to
209 communicate to its independent auditor the following procedures that must be performed:
- 210
- 211 i. It is essential that the auditor tests the Board's reconciliation of its financial records to SERA. The auditor
212 should include a note to the financial statements confirming whether such a reconciliation was performed by
213 the Board in a satisfactory manner.
- 214
- 215 ii. It is essential that the auditor tests the Board's reconciliation of its year-end financial records to ensure the
216 following conditions exist:
- 217 (a) Each federal award passed through FloridaCommerce must balance by the individual FloridaCommerce
218 NFA ID#. Each NFA is required to be a self-balancing set of accounts.

- (b) Net assets of each federal award must equal zero.
- (c) Federal awards must not have negative cash balances without a sufficient explanation.
- (d) All cost pools must be allocated to their final cost objectives.

If the conditions do not exist, the auditor should include an explanation in the audit report as to why they do not.

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

273
274 **5. THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical
275 comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR
276 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general
277 public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In
278 accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by
279 appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers
280 not open outside of regular business hours should have a plan for how services will be provided to individuals who
281 cannot visit a center during regular business hours.
282

283 The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S.,
284 and applicable state policies, including the following one-stop delivery system requirements:
285

- 286 a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and
287 agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure
288 elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the
289 infrastructure funding agreement is effective. This may be a different time-period than the duration of the MOU.
290
- 291 b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual
292 costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates
293 how infrastructure costs are charged to each partner in proportion to its use of the career center and relative
294 benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
295
- 296 c. Identification of all career center partners, CLEO(s), and Board participating in the infrastructure funding
297 arrangement.
298
- 299 d. Steps the Board, CLEOs, and career center partners used to reach consensus or an assurance that the LWDA
300 followed the guidance for the state funding process.
301
- 302 e. Description of the process to be used among partners to resolve issues during the MOU duration period when
303 consensus cannot be reached.
304
- 305 f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
306
- 307 g. The Board shall incorporate infrastructure funding provisions in each MOU with its one-stop partners. Remedies
308 or dispute resolution for nonperformance must also be included.
309

310 The Board's one-stop delivery system and career centers must meet all applicable requirements as outlined in
311 applicable state policy.
312

313 **6. SERVICES DELIVERED BY FLORIDACOMMERCE STAFF WITHIN THE BOARD'S ONE-STOP**
314 **DELIVERY SYSTEM.**
315

- 316 a. Certain workforce development program services will be performed by FloridaCommerce staff assigned to work
317 under the functional supervision and direction of the Board. These services include WP services, TAA services,
318 JVSG program services, services to migrant and seasonal farmworkers, and other workforce services as agreed
319 upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules,
320 regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict
321 regarding management of FloridaCommerce staff to FloridaCommerce Human Resource Management for
322 resolution.
323
- 324 b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career
325 center site location; all FloridaCommerce, Board, and/or service provider staff placed at each site location; and
326 the position classification and program assignment for each FloridaCommerce staff member working at the site
327 location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to

328 FMA-RWB@commerce.fl.gov and upload to SharePoint annually by July 1 or within 30 days upon changes to
329 the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a
330 timely fashion.

- 331
- 332 c. The Board will ensure that vacant FloridaCommerce positions are filled timely. Positions that remain vacant for
333 greater than 180 days may be repurposed by FloridaCommerce for state use or reassigned to other LWDBs with
334 or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran
335 by submitting a completed hiring package to FloridaCommerce within 50 days of the position becoming vacant.
336 If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program
337 Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the
338 position becoming vacant. Notifications may be sent to the SVPC via email at VETS@commerce.fl.gov.
- 339
- 340 d. The Board will provide FloridaCommerce information and recommendations regarding the performance of
341 FloridaCommerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties.
342 The Board shall exercise due care with respect to its submission of information concerning the performance of
343 FloridaCommerce staff. FloridaCommerce will consider the information provided by the Board, but the ultimate
344 decision for any personnel action remains with FloridaCommerce.
- 345
- 346 e. FloridaCommerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel
347 System employees and all FloridaCommerce policies – including, but not limited to, FloridaCommerce’s travel,
348 leave, and time distribution policies. FloridaCommerce staff assigned to the Board will be required to obtain their
349 local manager’s approval prior to taking leave.
- 350
- 351 f. The Board shall consult with FloridaCommerce with regard to any issues that may affect, or be in conflict with,
352 the terms or conditions of the collective bargaining agreement for any FloridaCommerce staff holding positions
353 covered by a collective bargaining agreement. FloridaCommerce will provide guidance to the Board upon request
354 for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- 355
- 356 g. FloridaCommerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing,
357 discipline, and promotion of FloridaCommerce staff.
- 358
- 359 h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for
360 FloridaCommerce staff. The personnel liaison must be a FloridaCommerce staff member. The Board will provide
361 the name and contact information of the designated personnel liaison to the FloridaCommerce Human Resource
362 Office upon designation of this staff member and thereafter annually or upon changes in the designated staff
363 member.
- 364
- 365 i. The Board shall jointly plan with FloridaCommerce for the use of resources available to each partner to ensure a
366 coordinated and efficient approach to the delivery of customer services. The Board will provide the services
367 outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services
368 pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA,
369 access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410,
370 including the Employment Service program authorized under WP, as amended by WIOA Title III, services to
371 employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification
372 purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)2.(c), Florida Statutes,
373 and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.
- 374
- 375 j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for
376 appropriate services and activities.
- 377

378 **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- 379
- 380 a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding
381 to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a
382 working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator

383 for the purpose of ensuring that all public records matters are handled appropriately.
384

385 **b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF**
386 **CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO**
387 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**
388 **CONTACT FLORIDACOMMERCE'S CUSTODIAN OF PUBLIC RECORDS**

389 by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at
390 FloridaCommerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building,
391 Tallahassee, Florida 32399-4128.
392

- 393 c. The Board will have access to varying types of confidential information as a result of its performance under this
394 Agreement. The Board will protect the confidentiality of any information to which it has access in accordance
395 with applicable law. The Board will obtain guidance from FloridaCommerce with respect to confidentiality
396 matters. FloridaCommerce will facilitate the Board's requests for guidance from other state agencies.
397
- 398 d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of
399 the Board granted access to workforce information systems, including systems containing confidential
400 information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality
401 Certification Form," prior to accessing said workforce information systems. A copy of each completed form must
402 be retained by the Board and made available to FloridaCommerce upon request.
403
- 404 e. Board requests for FloridaCommerce data must come from Board executive staff to FloridaCommerce.
405 FloridaCommerce will not accept data requests from the Board's contractors. FloridaCommerce will only grant
406 access to FloridaCommerce-owned systems to staff of the Board, its agents, contractors, subcontractors and
407 entities performing services on behalf of the Board.
408
- 409 f. FloridaCommerce may provide the Board access to RA information on an ongoing basis as a result of the Board's
410 use of shared information systems and the provision of integrated services. Access to such information will
411 typically be at no cost (any cost imposed by FloridaCommerce will be reflected in a separate agreement between
412 the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes; and 20 CFR
413 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information.
414 FloridaCommerce will immediately suspend or cease providing the Board access to RA information if
415 FloridaCommerce determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR
416 603, and the conditions set forth below. FloridaCommerce may, in its sole discretion, provide access once
417 FloridaCommerce is satisfied that the Board has cured the deficiency. The Board shall:
418
- 419 i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
 - 420 ii. store the information, whether physically or electronically, in such a manner that is secure from
421 unauthorized access;
 - 422 iii. ensure the information is only accessible by authorized individuals that have an actual need to access the
423 information for a legitimate and lawful purpose;
 - 424 iv. ensure that any entity to which the Board further discloses the information complies with these terms;
 - 425 v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb
426 drives, iPads, tablets, or smartphones, etc.);
 - 427 vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared
428 information systems), destroy the information after the purpose for which it is disclosed is accomplished
429 in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from
430 FloridaCommerce's information systems;
 - 431 vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a
432 system sufficient to allow FloridaCommerce to conduct an audit of transactions concerning the
433 information;
 - 434 viii. ensure all individuals obtaining access to the information are aware of the penalties established by section
435 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the
436 execution of this Agreement; and

437 ix. allow FloridaCommerce or its representatives access to conduct onsite inspections to ensure the Board's
438 compliance with section 443.1715, Florida Statutes.

439
440 g. The Board will immediately notify FloridaCommerce of any breach of security, as defined by section 501.171,
441 Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging
442 to FloridaCommerce, FloridaCommerce reserves the right to determine whether the provisions of section
443 501.171, Florida Statutes, apply. FloridaCommerce will determine if notifications are necessary and, if so, the
444 procedure for making, and the content included in, those notifications. The Board will provide the notifications
445 if deemed necessary by FloridaCommerce and will not provide said notifications without prior approval from
446 FloridaCommerce. FloridaCommerce will not unreasonably withhold approval to send notifications and will
447 make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section
448 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security
449 occurring in an operation, program, or physical setting under the Board's control, including, but not limited to,
450 the cost of sending breach notifications.

451 452 **8. BACKGROUND SCREENINGS.**

453
454 a. Level 1 Screenings.

- 455
456 i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract
457 award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require
458 and obtain a Level 1 background screening for all individuals performing financial management activities.
459 The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to
460 contractor's employees beginning work. The Level 1 background screening must be conducted at least every
461 five years of consecutive employment, and upon re-employment in all circumstances (including assignment
462 to a new or different contract for Board contractors). The Board will develop a policy for implementing
463 background screenings.
- 464 ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will
465 contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is
466 responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- 467 iii. The Board will maintain its background screening material in a locked file cabinet or other secure location
468 and store the material separately from any official employee personnel file. The Board will protect the
469 confidentiality of the screening materials as required by law or contract.
- 470 iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1
471 background screening. The list must include, but need not be limited to, the name of the individual, the last
472 four digits of the individual's social security number, the date the screening was completed, the date the
473 results of the screening were reviewed, and the individual responsible for reviewing and approving the
474 employment or access granted to the individual that was the subject of the screening.

475 476 **9. LOCAL PLAN AND ASSURANCES.**

- 477
478 a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration
479 of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures,
480 and local activities that are carried out in the LWDA consistent with the state plan and must contain all content
481 required by FloridaCommerce. Further, the plan must describe the Board's methods for ensuring the needs of
482 workers and youth, and individuals with barriers to employment, including individuals with disabilities, are
483 addressed in the provision of necessary and appropriate access to services, including access to technology and
484 materials, made available through the one-stop delivery system. The Board will continue to develop and update
485 its local plan in accordance with applicable provisions of law and as directed by FloridaCommerce or the State
486 Board.
- 487
488 b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form
489 I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the
490 United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify
491 system can be found at: <https://www.e-verify.gov/>.

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- c. In accordance with 448.095, Florida Statutes., the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
 - d. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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10. PROCUREMENT.

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

546 Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured
547 contract or agreement, its contractors perform according to the terms and conditions of the procured contracts
548 or agreements, and the terms and conditions of this Agreement.
549

- 550 g. Funds expended for events must be compliant with 2 CFR 200.421, and FloridaCommerce's Guidance on Use of
551 Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to
552 support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to
553 connect individuals to employment and training services.
554
- 555 h. The Board must use tools and services negotiated and acquired at the state level where the Board has an identified
556 need for the specific purpose the tools and services have been acquired to fulfill. As such, in accordance with the
557 applicable state policy, the Board is prohibited from using funds subgranted by FloridaCommerce for the
558 purchase of tools and services that are duplicative of state-procured resources without an approved waiver
559 request.
560

561 11. COMPENSATION AND TRAVEL.

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- 563 a. Funds provided by FloridaCommerce may not be used to fund the salary, bonus, or incentive of any employee
564 in excess of Federal Executive Level II, regardless of the funding source.
565
- 566 b. No changes to compensation for executive staff of the Board are allowed without documented approval of the
567 Board of Directors and must be in alignment with local policies and procedures. The Board shall ensure that all
568 bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and
569 are a prudent use of federal funds.
570
- 571 c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense
572 provisions, consistent with section 112.061, Florida Statutes:
573
- 574 i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061,
575 Florida Statutes.
576
- 577 ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the
578 State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount
579 or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating
580 that such lodging at the required rate is not available. However, an employee of the Board may expend his or
581 her own funds for any lodging expenses over the limit for employees of the State of Florida.
582
- 583 iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in
584 accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure
585 that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of
586 service, comfort, and security.

586 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

587

- 588 a. The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and
589 applicable state policy.
590
- 591 b. The following information must be posted on the Board's website in a manner easily accessed by the public:
592
- 593 i. **Local Plans** – Information about the local plan, or modification of the local plan, before submission.
594
- 595 ii. **LWDB members** – A list of current Board members and their affiliation (company or entity that the Board
596 member is employed by or owns), and their terms of service.
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- 598 iii. **CLEO(s)** – Information regarding the designated CLEO for each unit of local government that comprises
the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also
be identified.

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- iv. **Selection of One-Stop Operators** – Information about the activities of the Board to select a one-stop operator, including Request for Proposals, question and answers, and executed contracts.
 - v. **Notice of all Board meetings** – Notification of all Board meetings, including committee meetings, at least seven days before the meeting is to occur. Notice of special or emergency meetings must be posted at least 72 hours before the meeting is to occur. All meetings must be made available to the public remotely or virtually via resources such as Zoom, Microsoft Teams or other appropriate resource, and notices must include information on how the public can access the meetings.
 - vi. **Minutes of meetings of the Board** – Meeting minutes must be made available publicly on the Board’s website within 15 days of approval by the Board. The two most recent years of Board meeting minutes must be posted.
 - vii. **Board Bylaws** – The most current version of the Board’s bylaws must always be publicly available on the Board’s website. Changes to the bylaws must be posted within 15 days of approval.
 - viii. **Interlocal Agreement** – Changes to the interlocal agreement must be posted within 15 days of a new or amended agreement being executed by all parties.
 - ix. **Budget** – The Board must publish the Board’s budget on its website within 10 days after approval by FloridaCommerce. The budget must remain published on the website for the duration of the fiscal year for which it accounts for the expenditure of funds.
 - x. **Compensation disclosures** – The Total Compensation for Executive Leadership and Other Specific Employees (Exhibit E) form must be posted on the Board’s website upon it being submitted to FloridaCommerce within 30 days after the end of each Board’s fiscal year and remain posted for three years after it is first published. The disclosures must be accompanied by a written declaration provided by the chief financial officer or their designee that they have read the compensation disclosure documents and the facts stated in it are true.
 - xi. **Employee position and salary information** – Current employee positions and specific salary information for each position (including performance bonuses).
 - xii. **LWDB’s IRS Form 990** – Annually, the Board must publish its most recent IRS form 990 within 60 calendar days after it is filed with the IRS and the form must remain posted for three years after it is filed. Tax returns for the three most recent years must be posted.
 - xiii. **Statements of Financial Interest** – The Board’s website must inform the public that disclosures or statements of financial interest (consistent with requirements in section 112.3144, F.S. or section 112.3145, F.S., whichever is appropriate) for each Board member and executive director or designated person responsible for the operational and administrative functions of the Board, have been filed with the Commission on Ethics and provide information on how each disclosure or statement may be reviewed. The notice to the public must remain on the website throughout the term of office or employment of the filer and until one year after the term on the Board or employment ends.
 - xiv. **Single Audit** – Must be posted for the two most recent years.
 - xv. Awards of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities.
 - xvi. **Related Party Contracts** – All contracts between the Board and a member of the Board, relative of a Board member, an organization or individual represented on the Board, or an employee of the Board approved on or after July 1, 2021, must be published on the Board’s website within 10 days after approval by the Board or FloridaCommerce, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract. Such contracts will be identified as related party contracts.
 - xvii. **Contracts in excess of \$35,000** – An executed copy of the plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
 - xviii. All active agreements with another board that delegate partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.

649 xix. **Hours of Operation** – Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of
650 operations for the upcoming state fiscal year and post it on the Board’s website in a conspicuous location.

- 651
- 652 c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award
653 Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part
654 25, appendix A, and must have a Unique Entity Identifier assigned by Sam.gov. The Subrecipient must also
655 comply with provisions of the Federal Funding Accountability and Transparency Act, which includes
656 requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation
657 Information.
- 658
- 659 d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees,
660 contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has
661 reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or
662 exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by
663 calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax
664 at 1-800-914-0004.
- 665
- 666 e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of
667 federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
668 Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or
669 administrative proceeding upon execution of this Agreement. For purposes of this paragraph, “discovery” means
670 when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal
671 law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 672
- 673 f. For all funds provided by FloridaCommerce, when issuing statements, press releases, requests for proposals, bid
674 solicitations and other documents describing projects or programs funded in whole or in part with federal money,
675 the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be
676 financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the
677 percentage and dollar amount of the total costs of the project or program that will be financed by non-
678 governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H,
679 Title V, Sec. 505 (Mar. 23, 2018).
- 680
- 681 g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization
682 which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in
683 publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (entities name) and
684 the State of Florida, Department of Commerce.” If the sponsorship reference is in written form, the words “State
685 of Florida, Department of Commerce” will appear in the same font size as the name of the entity. As required by
686 20 CFR. 678.900, each one-stop delivery system must include the “American Job Center” identifier or “a proud
687 partner of the American Job Center network” on all primary electronic resources used by the one-stop delivery
688 system, and on any newly printed, purchased, or created materials and must include the “American Job Center”
689 identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services,
690 electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

691
692 **13. ETHICS.**

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- 694 a. The Board shall adopt an employee Ethics Code modeled after the provisions of Chapter 112, Florida Statutes,
695 and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff
696 and for maintaining the Ethics Code and for, which addresses:
- 697
- 698 i. The acceptance of gifts;
- 699 ii. Self-dealing;
- 700 iii. A prohibition on unauthorized compensation;
- 701 iv. Conflicting employment or contractual relationships;
- 702 v. Appropriate disclosure and use of information; and

703 vi. Nepotism.

- 704
- 705 b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law
- 706 and applicable state policies. The Board will make reasonable modifications to the policy if requested by
- 707 FloridaCommerce. The Board must ensure that adequate firewalls are in place to prevent actual or perceived
- 708 conflicts of interest, poor internal controls, or the appearance of impropriety.
- 709
- 710 c. The Board must ensure that grievance procedures and Equal Opportunity representation, consistent with 20 CFR
- 711 683.285, are available and made known to staff, participants, and other interested parties in the local workforce
- 712 development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations
- 713 of policy or law without fear of retaliation.
- 714
- 715 d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with
- 716 this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary
- 717 benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote,
- 718 or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone
- 719 any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of
- 720 this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel,
- 721 entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or
- 722 contracts of any kind. FloridaCommerce encourages the Board to contact the Florida Commission on Ethics for
- 723 any questions regarding its compliance with this paragraph.
- 724
- 725 e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds
- 726 either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or
- 727 (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.
- 728

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

730

- 731 a. The Board must ensure that the local workforce development board composition is compliant with all federal
- 732 and state laws, polices, procedures, and rules.
- 733
- 734 b. The Board, in consultation with the CLEO(s), must develop and implement clear processes and procedures for
- 735 recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the
- 736 requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- 737
- 738 c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- 739
- 740 d. The Board shall ensure Board members complete mandatory Board member orientation and annual training.
- 741 The Board shall also strongly encourage CLEOs to attend new Board member orientation and annual training,
- 742 and Board meetings. The Board shall retain and provide to FloridaCommerce upon request the dates of training
- 743 and sign-in sheets (or other evidence of attendance) of training participants. Failure of Board members to
- 744 complete mandatory orientation and annual training may result in removal from the Board along with all other
- 745 remedies available to FloridaCommerce.
- 746

747 **15. RELATED PARTIES.** The purpose of this section is to help FloridaCommerce ensure transparency and

748 accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility

749 of the improper expenditure of state or federal funds.

750

- 751 a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee
- 752 or staff; relative of any Board member or employee or staff; any organization represented by or employing a
- 753 Board member or employee or staff; any organization, the board of directors of which a Board member or
- 754 employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- 755
- 756 b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship,
- 757 transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or

758 federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail
759 purchases made in the ordinary course of business or payments for utility services.

- 760
- 761 c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and
762 its employees must annually disclose to FloridaCommerce’s financial monitors any conflicts of interest that may
763 arise during the upcoming year or that did arise in the current year and was not previously disclosed.
- 764
- 765 i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract
766 must be brought before the Board for consideration and approval. The Board shall ensure that the Board
767 member with the conflict abstains from any vote regarding the Related Party Contract.
- 768 ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting,
769 the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict
770 becomes available.
- 771
- 772 d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as
773 Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of
774 expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party
775 Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the
776 disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be
777 incorporated into the minutes of the meeting at which the oral disclosure was made.
- 778
- 779 e. Required Documents for all Related Party Contracts. The following documentation is required to be submitted
780 for each Related Party Contract:
- 781
- 782 i. A certified Board membership roster listing all members on the Board at the time of the vote on the approval
783 of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee
784 meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- 785 ii. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict
786 of interest form that was submitted at or before the Board meeting(s) in which a vote related to the contract
787 took place, for Board member/employee who has any relationship with the contracting vendor.
- 788 iii. A draft copy of the Related Party Contract and amendments, as applicable.
- 789 iv. Documentation supporting the method of procurement of the Related Party Contract, for contracts that
790 require competitive selection/procurement process.
- 791 v. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of
792 the Related Party Contract (including the name of the contractor and the value of the contract). The minutes
793 must clearly reflect the verbal disclosure of the conflict during the meeting.
- 794
- 795 f. Related Party Contracts \$10,000 or Greater. Prior to execution of any contract equal to or greater than \$10,000,
796 the Board must approve and electronically submit the documentation set forth below, along with completed
797 copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov.
798 FloridaCommerce may disapprove, in its sole discretion, any contract for the Board’s failure to submit any
799 required document or form as required by this section.
- 800
- 801 g. Related Party Contracts Less Than \$10,000. Within 30 days after execution of any contract less than \$10,000, the
802 Board must approve and electronically submit the documentation set forth above. For those in attendance, the
803 affirmative and negative votes and abstentions for each member, along with completed copies of the forms
804 attached hereto as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov.
- 805

806 **16. ADDITIONAL PROVISIONS.**

- 807
- 808 a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and
809 regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms
810 and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates
811 to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon
812 County, Florida. In any such action, the Parties waive any right to jury trial.

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- 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 FloridaCommerce, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
 - d. The Board must notify FloridaCommerce within 24 hours of the termination or separation of an employee that has access to FloridaCommerce managed information systems to ensure the appropriate system access(es) is terminated. Information regarding the terminated or separated employee must be sent to: (Insert here FloridaCommerce contact information)
 - e. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
 - f. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
 - g. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
 - h. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a temporary closure or shutdown, the Board shall ensure that FloridaCommerce is informed of such temporary closure/shutdown or potential temporary closure/shutdown as soon as reasonably possible to LWDB.InfoUpdate@commerce.fl.gov.
 - i. The Board shall submit annually the disclosure of the Total Compensation for Executive Leadership and Other Specified Employees (Exhibit E), detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual disclosure is due within 30 days after the end of the Board's fiscal year. The schedule is due July 30 for Boards with a June 30 year end and by October 30 for Boards with a September 30 year end. Information must be completed in SERA and submitted electronically to FMA at FMA-RWB@commerce.fl.gov. The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to FMA-RWB@commerce.fl.gov and post same to the Board's website within 60 days of said submission. The Board must inform FloridaCommerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at FMA-RWB@commerce.fl.gov.

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

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

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869 **19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** FloridaCommerce will forward any customer
870 concerns or complaints about the Board received directly or forwarded from the Governor’s or legislative offices, to
871 the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and
872 report the action in writing to FloridaCommerce so that the complaint can be closed.
873

874 **20. LIAISONS.**

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876 a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly
877 bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other
878 through any appropriate liaison, as context may dictate.
879
880 b. FloridaCommerce’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at (Insert
881 [email](#)) or (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more
882 appropriate liaison will be directed to (Insert), or other designee.
883
884 c. The Board’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at (Insert email), or
885 (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more appropriate
886 liaison will be directed to (Insert), or other designee.
887
888 d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name,
889 telephone number, and email address of the new liaison shall be provided in writing to the other Party and said
890 notification shall be attached to this Agreement.
891

892 **21. REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other
893 job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall
894 appoint:
895

- 896 a. A Regional Security Officer.
897 b. A custodian for purchased property and equipment.
898 c. A personnel liaison (must be a FloridaCommerce merit staff member).
899 d. A public records coordinator.
900 e. A staff member to promote and develop employment opportunities for individuals with disabilities.
901 f. An Equal Opportunity Officer, consistent with 29 CFR part 38.
902 g. An Ethics Officer
903

904 **22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this
905 Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms
906 or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto,
907 as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms
908 hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without
909 limitation” and where specific language is used to clarify by example a general statement contained herein, such
910 specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general
911 statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and
912 other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular
913 section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms
914 importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other
915 document means such agreement, instrument, or other document as amended, supplemented, and modified from
916 time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as
917 amended from time to time and includes any successor legislation thereto and any regulations promulgated
918 thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated
919 herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the
920 essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly
921 in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this

922 Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise
923 favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
924

925 **23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to
926 exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this
927 Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed
928 as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is
929 found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of
930 this Agreement will remain in full force and effect. FloridaCommerce and the State shall have all of its common law,
931 equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes
932 of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to FloridaCommerce
933 with respect to this Agreement, any other contract with any state department or agency, including any contract for a
934 term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other
935 reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise
936 its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the
937 finalization of such audit by the state or its representatives.
938

939 **24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the
940 Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than
941 those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or
942 agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing
943 and signed by an authorized officer of the Board and the authorized agent of FloridaCommerce. No waiver by any
944 Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so
945 waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default
946 not expressly identified by such written waiver, whether of a similar or different character, and whether occurring
947 before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising
948 from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any
949 right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other
950 right, remedy, power, or privilege.
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IN WITNESS WHEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF COMMERCE

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

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

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Acknowledged by the Chief Local Elected Official: I acknowledge that I have designated the Board as the local grant subrecipient pursuant to WIOA section 107(d)(12)(B)(i)(II), and that such designation shall not relieve me of the liability for any misuse of grant funds.

By: _____
Signature
Printed Name: [insert name]
Title: [insert title]
Date: _____

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EXHIBIT A
AUDIT REQUIREMENTS

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The administration of resources awarded by the Florida Department of Commerce (Department or FloridaCommerce) to the recipient may be subject to audits and/or monitoring by FloridaCommerce 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).

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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 FloridaCommerce 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 FloridaCommerce. In the event FloridaCommerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by FloridaCommerce 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.

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AUDITS.

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

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Attachment 1 to this form lists the federal resources awarded through FloridaCommerce 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 FloridaCommerce. 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. Attachment 1 to this form lists the state financial assistance awarded through FloridaCommerce 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 FloridaCommerce, 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 FloridaCommerce upon request. The Board further agrees that, upon request, FloridaCommerce 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 §200.512.
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. FloridaCommerce at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		FloridaCommerce
		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):	or	Paper (hard copy):
Audit@commerce.fl.gov		FloridaCommerce
		MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
4. Any reports, management letters, or other information required to be submitted FloridaCommerce 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.

- 112 5. Recipients, when submitting financial reporting packages to FloridaCommerce for audits done in accordance
113 with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650
114 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the
115 reporting package was delivered to the recipient in correspondence accompanying the reporting package.
116

117 **PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with
118 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
119 years after all reporting requirements are satisfied and final payments have been received, whichever period is longer,
120 and shall allow FloridaCommerce, or its designee, CFO, or Auditor General access to such records upon request. The
121 recipient shall ensure that audit working papers are made available to FloridaCommerce, or its designee, CFO, or
122 Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended
123 in writing by FloridaCommerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the
124 records has been started prior to the expiration of the controlling period as identified above, the records shall be
125 retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling
126 period as identified above, whichever is longer.
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**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

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

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

1. *All requirements of this Agreement*

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

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

1. *All requirements of this Agreement.*

166 **EXHIBIT B**

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

168 I understand that I will be exposed to certain confidential information for the limited purpose of performing my job.
169 I understand that confidential records may include names (or other personally identifiable information), social security
170 numbers, wage information, reemployment assistance information, employment information, and public assistance
171 information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving
172 access to such information, and any information systems containing such information, I acknowledge and agree to
173 abide by the following standards:
174

- 175 1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may
176 be granted access.
- 177 2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my
178 employment to secure information to conduct program business.
- 179 3. I will not disclose my user identification, password, or other information needed to access the system(s) to
180 any party nor shall I give any other individual access to secured information contained within the system(s).
181
- 182 4. If I become aware that any unauthorized individual has or may have obtained access to my user identification,
183 password, or other information needed to access system(s) to which I have been granted access, I will immediately
184 notify the Board's Regional Security Officer.
185
- 186 5. I will store any physical documents containing confidential information in a place that is secure from access
187 by unauthorized persons.
188
- 189 6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external
190 drives in such a way that unauthorized persons cannot obtain the information by any means.
191
- 192 7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information
193 stored in computer system(s).
194
- 195 8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically
196 authorized to do so by the Florida Department of Commerce (FloridaCommerce).
197
- 198 9. I will not access or request access to any social security numbers, personal information, wage information,
199 employer information, reemployment assistance information, or employment data unless such access is necessary for
200 the performance of my legitimate business duties.
201
- 202 10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the
203 form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to
204 identify the individual(s) or employers involved.
205
- 206 11. I will not access or divulge information about any personal associates, including relatives, friends, significant
207 others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead,
208 refer such individuals to other qualified service providers.
209
- 210 12. I will retain the confidential data only for that period of time necessary to perform my public duties.
211 Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention
212 requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is
213 served. I will do this in such a way so as to prevent the information from being reconstructed,
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218 copied, or used by any means. However, I will not destroy or delete information from information system(s) when
219 such destruction or deletion is outside the scope of my authority.
220

221 13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance
222 information to unauthorized persons. I further understand that FloridaCommerce has process and procedures in place
223 to detect unauthorized access to such information. I understand that it is the practice of the FloridaCommerce to
224 prosecute violations of to the fullest extent of the law.
225

226 14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I
227 am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations;
228 or (2) have received written standards and instructions in the handling of confidential data from my employer or
229 FloridaCommerce. I will comply with all confidentiality safeguards contained in such training, written standards, or
230 instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and
231 password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following
232 procedures for the timely destruction or deletion of confidential data.
233

234 15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training,
235 and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand
236 that applicable state and/or federal law may provide that any individual who discloses confidential information in
237 violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined,
238 be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the
239 provisions of the law, I may receive one or more of these penalties.
240

241 Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately
242 ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.
243
244

245 Employee Signature: _____ Date: _____
246

247 Print Employee Name: _____
248

249 Address: _____
250 _____
251 _____
252 _____
253

254 Work Telephone: _____
255

256 E-Mail: _____

EXHIBIT C
CONTRACT INFORMATION FORM

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

I, _____, hereby certify the following information 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 with no extensions or renewals exercised: _____

Value of the Contract with all extensions and renewals exercised: _____

Description of goods and/or services to be provided under the Contract: _____

Method of procurement for the contracted goods and/or services, if applicable:

Name of board member or employee whose conflict of interest required the 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 abstained from voting.

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

- a. A certified board membership roster listing all members on the board at the 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.
- b. 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.
- c. A draft copy of the related party contract and amendments, as applicable.
- d. Documentation supporting the method of procurement of the related party contract, for contracts that require competitive selection / procurement process.
- e. A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.

I certify that the information above is true and correct.

Signature of Board Chairperson / Vice Chairperson*

Print Name

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

Date

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

I, _____, a board 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 ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

EXHIBIT E
TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED
EMPLOYEES

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

Entity Name:

Fiscal Year:

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

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

Signature

Printed Name

Title

Date

Definitions:

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

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

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

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

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