



careersourcepolk.com

MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE AGREEMENT

One-Stop Career Center System by and between CareerSource Polk And

Winter Haven Housing Authority- HUD/Youth Build

The contact information for Partner is as follows:

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Telephone: 863-294-7369

Email: lwatkins@winterhavenhousing.com

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Winter Haven Housing Authority- HUD/Youth Build. ("Partner") and Polk County Workforce Development Board, Inc. d/b/a/ CareerSource Polk (hereafter referred to as "CareerSource Polk").

II. PURPOSE

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

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

WIOA requires Local Workforce Development Boards (LWDBs) to develop and finalize a Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) with all required partners that carry out their programs in the local area.

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

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

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

- A. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,



- B. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- C. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- D. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- E. Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

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

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

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

III. PROVISION OF SERVICES

- A. The Partner agrees to participate with CareerSource Polk career centers and perform the following functions:
 1. Coordinate with CareerSource Polk to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the One-stop System.
 2. Inform CareerSource Polk Program Manager of any conflicts and/or grievances, who shall consult with the CareerSource Polk management and appropriate supervisors in the resolution of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CareerSource Polk grievance policy found at www.careersourcepolk.com
 3. Partner will adhere to policies of non-discrimination and accessibility for people with disabilities.
 4. Coordinate with CareerSource Polk to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
 5. Coordinate with CareerSource Polk for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by

the State of Florida.

6. Attachment A of this MOU contains the resource sharing for each Partner.
7. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
8. Provide CareerSource Polk with monthly outcome numbers for performance data tracking.
9. Provide feedback to CareerSource Polk management regarding the performance of the partnership, including its effectiveness and success.
10. Participate in career center periodic meetings to provide updates on the Partners' programs and procedures to CareerSource Polk staff.

Each Partner commits to cross training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the one-stop operator,
 2. Joint planning, policy development, and system design processes,
 3. Commitment to the joint goals, strategies, and performance measures,
 4. The use of common and/or linked data management systems and data sharing methods, as appropriate
 5. Leveraging of resources including other public agency and non-profit organization services
 6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
 7. Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- B. The Polk local area workforce board and the Polk County Board of County Commissioners have designated CareerSource Polk to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource Polk will perform the following functions:
1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
 2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
 3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials

that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Maintain the statewide "CareerSource Polk" branding of each center.
6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 am until 5:00 pm, Monday through Thursday, and 9:00 am through 12:30 on Fridays (excluding recognized holidays and emergencies.)
7. Provide an area for the Partner's meetings and/or co-location as space permits.
8. Model CareerSource Polk core values and maintain a professional working environment.
9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
10. Implementing a continuous quality improvement program.
11. Leading Partner meetings in strategic planning for career center activities and staff team meetings.
12. Planning and conducting facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
13. Facilitating the development and enforcement of dress standards through the career center Partner management team.
14. Scheduling and managing the use of common areas in each facility.
15. CareerSource Polk provides facility space for GED classes at the Winter Haven one-stop career center.
16. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

IV. TERM

This MOU is effective July 1, 2019 through June 30, 2020 and will be renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice.

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

V. METHODS OF INTERNAL REFERRAL

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

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

Partners agree to:

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

VI. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating cost of the One-Stop Centers. The local Workforce Development Board based operating costs solely on the infrastructure costs and career services costs included in the following operating budget below.

Below is the overall estimated annual operating budget for the local One-Stop system:
Comprehensive AJC (CareerSource Polk – Winter Haven)

**Infrastructure (IFA) Budgeted Operating Costs
 PY2019-2020
 Winter Haven Career Center**

Description	Operating Budgeted Costs Year	Operating Budgeted Costs Quarter
Infrastructure Costs:		
Office Rent/Lease	189,196	47,299
Utilities	1,234	309
Repairs & Maintenance	1,241	310
Institutional Supplies	185	46
Telephone	24,187	6,047
Furniture/Equipment	100,000	25,000
IT Network (software, licenses, & supplies)	60,939	15,235
Equipment Rental/Maintenance	16,122	4,031
Additional Costs:		
Career Services (Resource Room)	17,850	4,463
Total Costs	393,104	98,276

VII. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in Attachment B (Partner Representation Schedule) and will fund the infrastructure costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

The UI program, as required partner, will not be physically located in the One-Stop Career Center but must contribute to the cost of infrastructure. The UI program and other required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage partners. Partners utilizing direct linkage must contribute to the Infrastructure cost equivalent a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week) or equivalent a minimum of 0.1 FTE or 4 hours per week.

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

1. To remedy the imbalance of non-physically represented Partners, and
2. To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the AJC and relative benefit received.

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

VIII. PARTNER CONTRIBUTION

Below is the partner contribution cost determination:

Estimated Cost per FTE	Estimated Infrastructure Costs Total Partner FTE \$393,104 / 40.80=9,634.90
CareerSource Polk FTE Contribution <i>(Partners who elected to have their representatives in the Career Center on a Full or Part time basis to serve customers.)</i>	<i>Partner FTE X Estimated Cost per FTE</i> 0.2 FTE X 9,634.90 = 1,926.98 (0.2 FTE represents 8 hours a week commitment)
CareerSource Polk FTE Contribution <i>(Partners who elected to have their representatives in the Career Center on a Part time basis to serve customers.)</i>	<i>Partner FTE X Estimated Cost per FTE</i> 0.1 FTE X 9,634.90=963.49 (0.1 FTE represents 4 hours a week commitment)
Partners Direct Linkage Contribution <i>(Partners who elected not to have their representatives in the Career Center but offer a technology option to serve customers)</i>	Minimum of 0.2 FTE or 8 hours a week Contribution = 0.2 X Estimated Cost per FTE Minimum of 0.1 FTE or 4 hours a week Contribution = 0.1 X Estimated Cost per FTE

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional cost of operating a local One-Stop delivery system (i.e. partner’s program or administrative funds) may differ depending upon the partners program’s authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the TEGL 17-16: Infrastructure Funding of the One-Stop Delivery system can be found at:

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968

Types. Funding for infrastructure costs and additional costs may be in the form of:

1. CASH, NON-CASH and THIRD-PARTY IN KIND CONTRIBUTIONS ***
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program’s requirements.

<p>***</p> <p>Cash Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.</p> <p>Non-Cash</p> <ul style="list-style-type: none"> ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center. <p>The value of non-cash and third-party in-kind contributions must be fairly evaluated in</p>
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accordance with the Uniform Guidance at 2 CFR 200.306.

Third Party In-Kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

- ❖ Support the One-Stop Center in general; or
- ❖ Support the proportionate share of One-Stop infrastructure costs of a specific partner.

Sources. The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the partner program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

IX. COST RECONCILIATION

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

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

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the one-stop career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the one-stop career center (WIOA sec. 1221 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

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

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for us4e by the one-stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop career center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the

proportionate use and relative benefit received, consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance.

X. DATA SHARING

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

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

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

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

1. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

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

XI. AMENDMENTS AND MODIFICATIONS

Neither this MOU and IFA nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U.S. mail.

XII. MERGER

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

XIII. THIRD PARTY BENEFICIARY

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

XIV. GOVERNANCE

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

XV. DISPUTE RESOLUTION

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

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

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

XVI. ASSURANCES

A. Monitoring

CareerSource Polk or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- 1) Federal awards are used for authorized purposes in compliance with law, regulations, and state policies,
- 2) Those laws, regulations, and policies are enforced properly,

- 3) Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- 4) Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- 5) Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- 6) All MOU terms and conditions are fulfilled.

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

B. Non-Discrimination and Equal Opportunity

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

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

C. Indemnification

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

D. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

E. Drug and Alcohol-free Workplace

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

debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

F. Certification Regarding Lobbying

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

G. Debarment and Suspension

All parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

H. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S. C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

CareerSource Polk Winter Haven Career Center Partners 2019-2020

Required Program Partners	Governance	Local Grantee	# of Staff	Total weekly Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	21	840	21	51.47%	202,332.94
Job Corps**	DOL	Job Corps	1	4	0.1	0.245%	963.49
Wagner Peyser	DOL	CSP	11	440	11	26.96%	105,983.92
Senior Community Employment Service Program**	DOL	AARP	1	4	0.1	0.25%	963.49
TAA Program Trade Adjustment Act	DOL	CSP	0	0	0	0.00%	0.00
RESEA	DOL	CSP	2	80	2	4.90%	19,269.80
UC Programs*	DOL	CSP	0	0	0	0.00%	0.00
Veteran Program - DVOP	DOL	CSP	1	40	1	2.45%	9,634.90
Adult Education GED , Career Tech (Ridge & Travis)	DOE	PCSB	2	40	1	2.45%	9,634.90
Vocational Rehabilitation**	DOE	VR	1	8	0.2	0.49%	1,926.98
Division of Blind Services**	DOE	Florida Division of Blind	1	4	0.1	0.25%	963.49
Welfare Transition	HHS/TANF	CSP	2	80	2	4.90%	19,269.80
SNAP Employment & Training	HHS	CSP	2	80	2	4.90%	19,269.80
ALPI**	HHS	ALPI	1	8	0.2	0.49%	1,926.98
Lakeland Housing Authority**	DOL	Youth Build	1	4	0.1	0.25%	963.49
Total			47		40.80	100.00%	393,104.00

Estimated Infrastructure Budget 2019-2020

- 1. Total= \$393,104.00. This amount is required to determine the Costs per FTE.

- **Infrastructure Contribution (Estimated)**
 - 1. Cost per FTE=IFR Budget Total/Total FTE
 - 2. Cost per FTE= \$9,634.90

- **Estimated Partner Infrastructure Contribution**
 - 1. Cost per FTE x Partners total # of FTEs

- **Direct Linkage Infrastructure Contribution**
 - 1. Direct Linkage is defined as a minimum of 8 hours/ 40 a week (.02 FTE) and 4 hours/40 a week (.01 FTE) of time for access through technology.
 - 2. Direct Linkage = \$1,926.98 and \$963.49

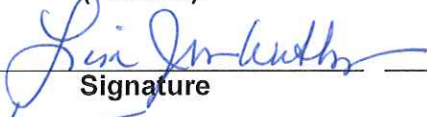
* Unemployment Compensation: Direct Linkage; State of Florida DEO will determine contribution level.

**Vocational Rehabilitation, Division of Blind Services, ALPI, Job Corps and Lakeland Housing Authority: Direct Linkage

XVII. SIGNATURES

IN WITNESS WHEREOF, Partner and CareerSource Polk have caused this MOU and IFA to be executed by their undersigned officials as duly authorized.

By the signatures affixed below, the parties specify their agreement with this MOU and IFA:

CareerSource Polk:	Click or tap here to enter text.	Polk County Board of Commission:
	(Partner):	
 Signature	 Signature	_____ Signature
Stacy Campbell-Domineck Printed Name	LISA JONES WATKINS Printed Name	_____ Printed Name
10/06/2023 Date	10-2-2023 Date	_____ Date