

**MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM BY AND
BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC. AND
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL REHABILITATION**

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") and CareerSource Palm Beach County, Inc. ("CareerSource").

II. PURPOSE

The Act 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 One-Stop customer service delivery system. The One-Stop system assures coordination between the activities authorized in and linked to the Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource, 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" delivery system.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Palm Beach 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 Palm Beach 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.

III. PROVISION OF SERVICES

- A. CareerSource has been designated by the Chief Elected Official as the administrative entity, grant recipient, and fiscal agent.
- B. CareerSource agrees to perform the following functions under this MOU:
 - 1. Coordinate with the Partner to provide access to workforce services and programs through the One-Stop 'delivery system in accordance with published policies and procedures that 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 Act and related legislation for: the Adult; Dislocated Worker and Youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TM); Temporary Assistance for Needy Families (TANF) program;

Adult Education and Family Literacy programs; Perkins Act programs; Blind Service and Vocational Rehabilitation.

2. Coordinate with 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 delivery system.
 3. 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 infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
 4. Maintain the statewide "CareerSource" branding of each career center.
 5. 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 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations).
 6. Provide an area for the Partner's meetings and/or co-location as space and funding permits.
 7. Model CareerSource Florida core values and maintain a professional working environment.
 8. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
 9. The contact information for CareerSource is as follows: Steve Craig, President/CEO, 3400 Belvedere Road, West Palm Beach, Florida 33406 Telephone Number: 561-340-1060 Ext. 2221, Fax Number: 561-340-1062, E-Mail: scraig@careersourcepbc.com
- C. Partner agrees to perform the following functions under this MOU:
1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the One-Stop system.
 2. Coordinate with CareerSource 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 delivery system.
 3. Coordinate with CareerSource 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 20 C.F.R. §678.700 through § 678.755 and the funding of shared services and operating costs in accordance with 20 C.F.R. §678.760 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Department of Economic Opportunity (DEO) for disbursement to the local area workforce boards.
 4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-Stop system.

5. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.
6. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

IV. 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 system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of One-Stop Centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursement to local area workforce boards, as it deems appropriate.

VII. TERM

The Term of this MOU shall commence on the date last executed by both parties through June 30, 2017, and will automatically renew annually for successive one-year terms, unless otherwise terminated by either party. The parties agree to review this MOU no less than once every three year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

VIII. AMENDMENTS AND MODIFICATIONS

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 sent via certified U. S. Mail.

IX. MERGER

This MOU 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.

X. 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. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

XI. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CareerSource. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CareerSource's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XII. DISPUTE RESOLUTION

If an issue arises involving this MOU, 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 and the Director of the Division of Vocational Rehabilitation, Partner. 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 and to the Director of the Division of Vocational Rehabilitation, Partner or impose other remedies to resolve the issue.

XIII. SIGNATURES

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

**Career Source Palm Beach
County, Inc.**

**Department of Education/
Vocational Rehabilitation
(Partner):**

Steve Craig
Signature
Steve Craig
Printed Name
3-31-17
Date

Pam Stewart
Signature
PAM STEWART
Printed Name
4/25/17
Date