

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CAREERSOURCE OKALOOSA WALTON (A2 R1)
AND
FLORIDA DEPARTMENT OF EDUCATION (DOE) - DIVISION OF VOCATIONAL
REHABILITATION**

I. PARTIES

This Memorandum of Understanding ("MOU") is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014 ("the Act"), and is entered into between **CareerSource Okaloosa Walton (CSOW)**, hereinafter referred to as **CSOW**; and the **Florida Department of Education (DOE) - Division of Vocational Rehabilitation (DVR)**, hereinafter referred to as **The Partner**; the State Vocational Rehabilitation Services Program authorized under Title I of the Rehabilitation Act Of 1973 (29 U.S.C.720 et seq.), as amended by WIOA Title IV. **The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and CFR 361.720.**

II. PURPOSE

- A. 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.
- B. The primary purpose of this Memorandum of Understanding (MOU) is to establish the roles and responsibilities of the Local CareerSource Board, the chief elected official (CEO), and the One-Stop partners as it relates to managing the American Job Center network. In short, this MOU is a description of how the agencies come together to operationalize their respective roles and responsibilities to ensure a seamless and effective "One-Stop" delivery system.
- C. More specifically, this MOU describes the cooperative workforce employment and training efforts of CSOW and The Partner; and the actions to be taken by each to assure the coordination of their efforts in accordance with Federal and state issued requirements to establish and maintain an effective and successful American Job Center network.
- D. This MOU is also intended to coordinate resources and services between all Partners in order to prevent duplication of services and ensure the effective and efficient delivery of workforce services in Okaloosa and Walton Counties. In addition, this MOU will establish joint processes and procedures that will enable Partners 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 its citizens, including persons with disabilities, within Okaloosa and Walton Counties.

- E. The parties to this MOU 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.
- F. WIOA provides that CSOW may negotiate an umbrella MOU or an individual MOU for one or more of its One-Stop partners.

III. GOVERNANCE, OPERATIONS, AND SERVICE DELIVERY ROLES

- A. WIOA has established specific governance, operations, and service delivery roles within the American Job Center network. In accordance with 20 CFR 678.420, 34 CFR 361.420, and 34 CFR 463.420, each required One-Stop partner program must:
 - 1. Provide access to its programs or activities through the American Job Center network, in addition to any other appropriate locations (i.e., affiliated, or specialized sites).
 - 2. Use a portion of its funds, to the extent consistent with the relevant authorizing statute and with the Uniform Guidance at 2 CFR parts 200, 2900, and 3474 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable) to:
 - a. Provide applicable career services; and
 - b. Work collaboratively with the Local CareerSource Board to establish and maintain the One-Stop delivery system. This includes jointly funding the One-Stop infrastructure costs through partner contributions.
 - 3. Enter into an MOU that meets the requirements of 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) with the Local CareerSource Board relating to the operation of the American Job Center network.
 - 4. Participate in the operation of the American Job Center network consistent with the terms of the MOU, requirements of authorizing laws and implementing regulations, Federal cost principles, and all other applicable legal requirements; and
 - 5. Provide representation on the Local CareerSource Board as required, and participate in Board committees, as needed.

IV. WIOA VISION FOR THE AMERICAN JOB CENTERS OR CAREER CENTERS: *(Reference: Training and Employment Guidance Letter (TEGL) 16-16)*

- A. Through the American Job Centers, the partner programs and their direct service providers must ensure businesses and all job seekers—a shared client base across the

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, American Job Centers and partner staff strive to:

1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families.
2. Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high demand careers.
3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
4. Participate in rigorous evaluations that support continuous improvement of American Job Centers by identifying which strategies work better for different populations; and
5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

V. ONE-STOP PARTNERS, PROGRAMS, AND SERVICES

A. One-Stop Partners and Programs

1. All required partners must sign a joint MOU with CSOW, with the agreement of the chief elected official. The required One-Stop partners and programs in Okaloosa and Walton Counties include (*Reference: WIOA Section 121(b)(1)(B) and 20 CFR 678.400*):

a. Department of Labor

(1) Workforce Development Activities (WIOA Title I).

(a) Youth Workforce Investment Activities.

(b) Adult and Dislocated Worker Employment and Training Activities.

Note: Program Administrator – CareerSource Okaloosa Walton

(2) Wagner-Peyser (WP) Act Employment Services (WIOA Title III).

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

(3) Trade Adjustment Assistance (TAA) Program.

(4) Unemployment Compensation (UC) Programs.

(5) Jobs for Veterans State Grant (JVSG) Programs.

Note: Program Administrator – CareerSource Okaloosa Walton

(6) The Senior Community Service Employment Program (SCSEP).

Note: Program Administrator – The National Caucus and Center on Black Aged, Inc.

b. Department of Education

(1) Adult Education and Literacy Act Programs (WIOA Title II).

*Note: Program Administrators: (1) Northwest Florida State College.
(2) Emerald Coast Technical College.*

(2) Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006.

Note: Program Administrators: (1) Northwest Florida State College; (2) Emerald Coast Technical College; and (3) Okaloosa Technical College.

(3) The State Vocational Rehabilitation Services Program authorized under Title I of the Rehabilitation Act Of 1973 (29 U.S.C.720 et seq.), as amended by WIOA Title IV.

Note: Program Administrator: DOE-Division of Vocational Rehabilitation

c. Department of Health and Human Services

(1) Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act.

Note: Program Administrator – CareerSource Okaloosa Walton

(2) Community Services Block Grant (CSBG) - Employment and training activities.

Note: Program Administrator – Tri-County Community Council, Inc.

2. Additional One-Stop Partners and Programs

a. Florida Department of Education - Division of Blind Services

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

Note: Program Administrator: DOE-Division of Blind Services

- b. Social Security Administration - Ticket-to-Work self-sufficiency program.

Note: Program Administrator – CareerSource Okaloosa Walton

- c. Department of Agriculture - Supplemental Nutrition and Assistance Program (SNAP).

Note: Program Administrator – CareerSource Okaloosa Walton

B. One-Stop Services

- 1. WIOA places a great deal of importance on effectively serving those individuals with barriers to employment, such as individuals with disabilities. WIOA establishes basic career services that must be available to all One-Stop customers. At a minimum, the basic career services listed below must be provided through the One-Stop delivery system:
 - a. These services include referrals to partner programs, initial assessments, and labor exchange services.
 - b. Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.
 - c. Outreach, intake (including worker profiling), and orientation to information and other services available through the One-Stop delivery system.
 - d. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and need for supportive services.
 - e. Labor exchange services, including:
 - (1) Job search and placement assistance, and, when needed by an individual, career counseling, including:
 - (a) Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
 - (b) Provision of information on nontraditional employment; and,
 - (2) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the One-Stop delivery system.
 - f. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop delivery system and, when appropriate, other workforce development programs;

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

- g. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - (1) Job vacancy listings in labor market areas.
 - (2) Information on job skills necessary to obtain the vacant jobs listed; and,
 - (3) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- h. Provision of performance information and program cost information on eligible providers of training services by program and type of providers.
- i. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's One-Stop delivery system.
- j. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for Temporary Assistance for Needy Families, and other supportive services and transportation provided through that program;
- k. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- l. Provision of information and assistance regarding filing claims for unemployment compensation, by which the Career Center must provide meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
 - (1) Meaningful assistance means:
 - (a) Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or
 - (b) Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
 - (c) The costs associated with providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof these funding sources.

C. One-Stop Youth Services

1. 20 CFR 678.500 requires CareerSource Okaloosa Walton to include in the MOU a description of youth services to be provided through the One-Stop delivery system, including the way the services will be coordinated and delivered through the system. The elements will be linked to one or more of the indicators of performances described in WIOA section 116.
2. This section contains a description for each of the 14 WIOA youth program elements. The 14 youth elements will be delivered through the CareerSource Okaloosa Walton's youth program. In the case where resources may not be available to carry out the functions of any of the 14 elements, the youth participant will be referred to another agency for the appropriate services.
3. 20 CFR 681.460 requires local programs to make each of the following 14 services available to youth participants:
 - a. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
 - b. Alternative secondary school services, or dropout recovery services, as appropriate.
 - c. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - (1) Summer employment opportunities and other employment opportunities available throughout the school year
 - (2) Pre-apprenticeship programs.
 - (3) Internships and job shadowing; and
 - (4) On-the-job training opportunities.
 - d. Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local WDB determines that the programs meet the quality criteria described in WIOA sec. 123.
 - e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

- f. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.
- g. Supportive services, including the services listed in 20 CFR 681.570.
- h. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation.
- i. Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR 681.580.
- j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.
- k. Financial literacy education.
- l. Entrepreneurial skills training.
- m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- n. Activities that help youth prepare for and transition to postsecondary education and training.

VI. PROVISION OF SERVICES

- A. CareerSource Okaloosa Walton (CSOW) has been designated by the chief elected official as the administrative entity, grant recipient, and fiscal agent for the Workforce Innovation and Opportunity Act (WIOA) of 2014.
- B. WIOA requires partner programs to make their services available through the One-Stop delivery system and encourages increasing access through additional partnerships with optional partners. Additionally, WIOA requires CSOW and the One-Stop system partners to develop a memorandum of understanding concerning the operations of the One-Stop system; and establishes the framework for providing services to employers, employees, job seekers and others needing workforce services.
- C. **CSOW agrees to perform the following functions under this MOU:**
 - 1. Review this MOU at least every three years and solicit feedback from The Partner regarding improvements, changes, and/or additions.
 - 2. 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 delivery system.

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

3. Agree to provide the following office needs as space allows: Cubicle space, chair, applicable computer/hardware and general software, telephone access, utilities, server/internet connectivity and maintenance and other general office usage needs as applicable.
4. Maintain the statewide "CSOW" branding for each career center.
5. Maintain the U.S. Department of Labor American Job Center (AJC) branding for each career 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 8:00 a.m. until 4:00 p.m., Monday through Friday (excluding recognized holidays and emergency situations).
7. Provide training to The Partner staff members in an effort for all partners in the One-Stop delivery system to understand each partner organization, their services, and their goals.
8. Share Labor Market Information (LMI) and employer/customer data such as performance outcomes to the extent allowed by law.
9. Commit to a unified, collaborative marketing strategy that will effectively inform job seekers, training and education seekers, employers, and the community at large about the services available through the One-Stop system in Okaloosa and Walton counties.
10. Provide space for The Partner's meetings and/or co-location as space and funding permits.
11. Model for the One-Stop delivery system CareerSource Florida's core values:
 - a. **Integrity.** We will do the right thing, always.
 - b. **Focus.** We remain disciplined by paying constant attention to our vision, mission, and goals.
 - c. **Collaboration.** We work as a team with people inside the organization and maintain important alliances with partners.
 - d. **Diversity.** We value people and realize that a broader range of perspectives generates better solutions.
 - e. **Action.** We get things done, efficiently and effectively, now.
 - f. **Accountability.** We take personal responsibility and do what is required to reach our goals, together.
 - g. **Communication.** We are honest and communicate openly throughout every level of the organization and with stakeholders.

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

- h. **Innovation.** We constantly seek new and better ways to deliver services.
- i. **Excellence.** We excel at what we do, striving for quality performance individually and as a team.
- j. **Leadership.** We lead the way in implementing globally effective workforce development services by empowering our people to be leaders.

12. Abide by all applicable CareerSource Florida's policies, rules, and procedures, and applicable Florida statutes and rules.

D. The Partner agrees to perform the following functions under this MOU:

1. Coordinate with CSOW to provide access to its workforce services and programs through the One-Stop delivery 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. Coordinate with CSOW 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. Provide CSOW with program outcome information for performance data tracking, as made available through reliable sources.
4. Provide feedback to CSOW management regarding the performance of the partnership, including its effectiveness and success.
5. Participate in career center periodic meetings to provide updates on The Partner's programs and procedures to CSOW and other partner staff.

VII. METHODS FOR REFERRALS

- A. Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.
- B. CSOW expects to receive referrals from One-Stop partner programs, and to refer customers to Partner programs. To utilize staff in each program efficiently, responsibilities will be delineated. CSOW accepts that because all program participants may receive individualized services through their respective program, some overlap may occur. Task sharing between programs will ultimately be worked out through communication, cooperation, and collaboration between Program staff, such as career planners or career advisors.

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

- C. All planned services provided by CSOW or The Partner program(s) for participants will be provided by the respective Program staff. All career services provided will be consistent with those identified in this MOU. All the basic career services included in WIOA will be made available for One-Stop customers, including program participants receiving services through the One-Stop delivery system.
- D. To ensure participants receive every opportunity to be successful in their job search efforts, career center staff will offer the below services to participants enrolled in a One-Stop system program through direct services or referral where appropriate and allowable:
 - 1. Referral to housing assistance & other supportive services.
 - 2. Referrals to the CSOW Veterans Team for services.
 - 3. Career Coaching and job search assistance.
 - 4. Personalized instruction to prepare for specific job interviews.
 - 5. Occupational training where applicable.
 - 6. Intervene with potential employers on behalf of specific program participants where appropriate.
 - 7. Transportation assistance where allowable.
 - 8. Child Care referrals as needed.
 - 9. Referrals as needed for state licensing/certifications required for employment.

VIII. ONE-STOP OPERATING BUDGET

Note: The Operating Budget will be developed and agreed to by August 31st of each Program Year and will be incorporated into this MOU as Appendix A.

- A. The One-Stop operating budget of the career center or American Job Center is the financial plan to which the One-Stop partners, CEO, and CSOW agree in the MOU to achieve their goals of delivering services in Okaloosa and Walton Counties. The operating budget, when developed, will describe how the costs of services provided; and the operating costs of the One-Stop system will be funded, including the infrastructure costs for the One-Stop system (*WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b)*).
- B. The One-Stop operating budget consists of costs that are specifically identified in the statute. For example, **infrastructure costs**, as defined in WIOA sec. 121(h)(4); and **additional costs**, which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the One-Stop delivery system, but do not constitute **infrastructure costs**. Career services are provided by CSOW staff and Department of Economic Opportunity (DEO) jointly managed staff all funded by WIOA, TAA, UC, Veteran's Services, Wagner Peyser, and

Welfare Transition. Career services by nature of their programs are also provided by Vocational Rehabilitation and SCSEP personnel co-located in the One Stop Center. One-Stop **infrastructure costs** include the annual lease, liability and property insurance, telephone, software and internet network expense, utilities, facility maintenance, equipment leasing and maintenance, and office supplies. **Additional costs** are described in WIOA sec. 121(i) and include the IT contract and consulting expense, participant tracking technology contract expense, and a portion of the CSOW IT staff technician's salary and benefits. Cost allocation methodology is based on Full Time Equivalents (FTE's) located in the One-Stop and for those partners who are co-located in the One-Stop. **Full One-Stop center usage costs** include all **infrastructure costs** and **additional cost** line items. For all other partners who are not located in the One-Stop, but who through technology access CSOW information and services, the methodology for determining each partner's fair share of **infrastructure** and **additional costs** of the One-Stop center includes only those line items relevant for access.

- C. CSOW will ensure the One-Stop operating budget is annually reconciled against actual costs incurred and adjusted accordingly. This reconciliation process will ensure the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the One-Stop center and relative benefit received.
- D. The One-Stop operating budget may be further refined by the One-Stop partners, as needed, to assist in tracking their contributions.

IX. INFRASTRUCTURE FUNDING AGREEMENTS (IFA)

Note: The Infrastructure Funding Agreement will be developed and agreed to by August 31st of each Program Year and will be incorporated into this MOU as Appendix B.

- A. The IFA is an integral part of the CSOW overall One-Stop operating budget. The IFA contains all the **infrastructure costs**. The other component of the CSOW One-Stop operating budget consists of **additional costs**, which include applicable career services, and may include shared operating costs and shared services. While each of these components covers different cost categories, the CSOW One-Stop operating budget would be incomplete if any of these cost categories were omitted. All the components are necessary to maintain a fully functioning and successful local One-Stop delivery system.
- B. The overall One-Stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, as described in WIOA sec. 121(c); 20 CFR 678.500 and 678.755, 34 CFR 361.500 and 361.755; and 34 CFR 463.500 and 463.755. CSOW will work with each One-Stop partner, and CEO to negotiate the IFA costs along with additional costs, when developing the One-Stop operating budget for the local One-Stop delivery system.
- C. Career services are provided by CSOW staff and Department of Economic Opportunity (DEO) jointly managed staff all funded by WIOA, TAA, UC, Veteran's Services, Wagner Peyser, and Welfare Transition. Career services by nature of their programs are also provided by Vocational Rehabilitation and SCSEP personnel co-located in the One-Stop Center. One-Stop **infrastructure costs** include the annual lease, liability and property insurance, telephone, software and internet network expense, utilities, facility

maintenance, equipment leasing and maintenance, and office supplies. **Additional costs** are described in WIOA sec. 121(i) and include the IT contract and consulting expense, participant tracking technology contract expense, and a portion of the CSOW IT staff technician's salary and benefits. Cost allocation methodology is based on Full Time Equivalents (FTE's) located in the One-Stop and for those partners who are co-located in the One-Stop. **Full One-Stop Center usage costs** include all **infrastructure costs** and **additional cost** line items. For all other partners who are not located in the One-Stop, but who through technology access CSOW information and services, the methodology for determining each partner's fair share of **infrastructure** and **additional costs** of the One-Stop center includes only those line items relevant for access. It is the responsibility of CSOW to determine if any services provided by any partner can be exchanged for any portion of that partner's fair share and considered their in-kind contribution.

X. CONFIDENTIALITY OF RECORDS

If either Partner to this MOU obtains access to any records, files, or other information of the other Partner in connection with, or during the performance of this MOU, then that Partner 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 Partner.

XI. TERM

The Term of this MOU shall commence on July 1, 2021, or the date last executed by both parties, whichever is later, through June 30, 2024, and may be renewed for an additional three-year term. The Partners agree to review this MOU annually, and if substantial changes have occurred, renew the MOU as prescribed by Section XII below, but not less than once every 3-year period to ensure appropriate funding and delivery of services.

XII. RENEWALS, AMENDMENTS, AND MODIFICATIONS

- A. 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.
- B. WIOA requires renewal of the MOU in certain circumstances. Renewal of the MOU requires all partners to review and agree to all elements of the MOU and re-sign the MOU. For example, any substantial changes, such as changes in One-Stop partners, or a change due to the election of a new CEO, will require renewal of the MOU.
- C. Amendment or modification of the MOU only requires the Partners to review and agree to the elements of the MOU that changed.
 - 1. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU or,
 - 2. When a new IFA is created, the MOU must be updated. For example, a change to

the One-Stop partner's infrastructure cost contributions requires updating the MOU and does not require renewal of the MOU.

XIII. 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.

XIV. THIRD PARTY BENEFICIARY

The Partners 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 Partners intend to benefit a third party directly or substantially by this MOU. The Partners 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 Partners based upon this MOU.

XV. GOVERNANCE

The accountability and responsibility for the One-Stop system rest with CSOW. Pursuant to the Act, CSOW shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this MOU will be resolved in accordance with CSOW's Grievance/Complaint and Hearing/Appeal Procedures.

XVI. DISPUTE RESOLUTION

- A. 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, the issue and the resolution will be documented in writing.
- B. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSOW and the designated Partner's representative. A joint decision shall be issued within 60 calendar days of receipt.
- C. If dissatisfied with the decision, the dispute may be filed with the State of Florida's Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO may remand the issue back to the CSOW Executive Director and to the Partner(s) or impose other remedies to resolve the issue.

MOU – CareerSource Okaloosa Walton and Florida Division of Vocational Rehabilitation

XVII. SIGNATURES

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

APPROVED BY: CareerSource Okaloosa/Walton	APPROVED BY PARTNER: Florida Division of Vocational Rehabilitation
By: <u>Michelle Burns</u>	By: <u>Cathy McCracken</u> For the director
Name: <u>Michele Burns</u>	Name: <u>Allison Flanagan</u>
Title: <u>Executive Director</u>	Title: <u>Division Director</u>
Date: <u>6/15/21</u>	Date: <u>6/16/2021</u>

APPROVED BY PARTNER: Florida
Department of Education

By: Bethany Swans

Name: ~~Richard Corcoran~~ Bethany Swans

Title: ~~Commissioner~~ COS

Date: 6/30/21

APPROVED BY:
Chief Elected Official for Okaloosa and Walton Counties

By: Trey Nick

Name: TREY NICK, CHAIRMAN

Title: _____

Date: August 24, 2021