

# ORIGINAL

**Agreement  
between  
Workforce Florida, Inc.,  
Agency For Workforce Innovation  
and  
The Florida Department of Corrections**

**1. PURPOSE:**

The purpose of this Agreement is to establish a cooperative and mutually beneficial working relationship between the Parties:

Workforce Florida, Inc. (WFI),  
Agency for Workforce Innovation(AWI)  
and the  
Florida Department of Corrections (DOC)

to initiate and promote cooperation between Regional Workforce Boards and the Department of Corrections for delivery of services to ex-offenders with the common goal of enabling them to reintegrate within their community by re-entering the workforce through training and job placement assistance.

Further, the purpose of this Agreement is to strengthen existing transition initiatives of the One-Stop Delivery System through maximum cooperation between these Parties at the State level and to share information and services that are necessary to best serve the targeted customers and help them achieve their goal of self-sufficiency through employment and career advancement.

This Agreement outlines each Parties' roles and responsibilities, referral procedures, information exchange methods, and implementation/evaluation/amendment and termination procedures.

**WHEREAS, Workforce Florida, Inc. (WFI)** is Florida's chief workforce policy organization created by the Workforce Innovation Act of 2000, as codified in Chapter 445, Florida Statutes, to ensure that workforce programs authorized under Title I of the Workforce Investment Act (WIA) of 1998 are administered at the level through the 24 Regional Workforce Boards with significant representation from the business community. WFI is charged to provide policy direction as well as to develop a workforce strategy that improves and retains a highly competitive workforce responsive to the needs of employers and the community and;

**WHEREAS, the Agency For Workforce Innovation (AWI)** is the designated state administrative agency for receipt of federal workforce employment and training funds and other federal funds and acts as the fiscal agent on behalf of WF I, ensuring that the state appropriately administers federal and state workforce programs by implementing plans and policies of WFI and;

**WHEREAS, the Agency For Workforce Innovation** is also responsible for implementing policy dealing with workforce development programs, welfare transition,

Unemployment compensation and labor market information, development and distribution of performance data, monitoring and oversight of workforce programs and;

**WHEREAS, the Florida Department of Corrections'** mission is to protect the public by operating a safe, secure, humane and efficient corrections system. The Bureau of Program Services encourages policies that promote the successful re-entry and reintegration of former prisoners into society by increasing their self-sufficiency through job training; and employment assistance.

It is in consideration of the premises and mutual agreements contained herein, the Parties agree to the following:

**2. PARTIES:**

The Parties to this Agreement are:

Workforce Florida, Incorporated  
1974 Commonwealth Boulevard  
Tallahassee, Florida 32303

Agency for Workforce Innovation  
107 East Madison Street  
Caldwell Building  
Tallahassee, Florida 32399-4120

Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500

**3. TERM OF AGREEMENT:**

This non-financial agreement is hereby entered into in a spirit of cooperation by the signatory Parties beginning on the last date on which it is signed by all Parties. This Agreement will continue in effect until June 30, 2009. This Agreement may be revised or extended by written agreement between the Florida Department of Corrections and WFI and the AWI, provided such agreement is signed by both Parties, prior to termination date of this Agreement.

Either Party to this Agreement may terminate its participation without cause, by delivering a thirty (30) day written notice to the other Party. Both Parties agree to review this Agreement annually and provide written suggestions for recommended changes, clarifications, deletions or additions. On or before July 1<sup>st</sup> of each year, suggested changes shall be submitted to the other Party for consideration. An addendum signed by authorized representatives of each Party shall be sufficient to modify the Agreement.

**4. ROLES AND RESPONSIBILITIES:**

**The Parties agree that their respective duties and responsibilities, to the extent possible, under this agreement shall be as outlined below:**

The Parties shall:

- 1) Promote information sharing and the coordination of activities to improve performance of Workforce Development Boards, One-Stop Centers and local Parties through the development and implementation of local Memoranda of Understanding.
- 2) Promote joint planning at the state, regional and local level for supporting initiatives that promote self-sufficiency and reintegration of former prisoners through gainful employment.
- 3) Promote information sharing on educational and joint training opportunities.
- 4) Encourage local partnerships and work together for funding opportunities.
- 5) Identify suitable grant and other supplemental funding opportunities, to increase resources available for workforce and correctional services by developing state-level and local grant writing teams and assisting local partners to jointly apply for federal, state and private sector grants.
- 6) Exchange information and coordinate programs for a more streamlined and efficient workforce development system for ex-offenders.
- 7) Identify opportunities for coordination and elimination of barriers to cooperation.
- 8) Promote the development of additional linkages with other appropriate state agencies and work with the local workforce development boards, One-Stop operators and nonprofit organizations to promote the availability of services to ex-offenders.

The Department of Corrections shall:

- 9) Whenever possible, provide resources to the Regional Workforce Boards to assist with costs of major workload increases and training costs associated with services the ex-offender population.
- 10) Continue to provide access to the website <http://www.dc.state.fl.us/InmateReleases/inmatesearch.asp> by which Regional Workforce Boards may determine the names of all incarcerated individuals who plan to locate in a particular region following release from a correctional facility.

Workforce Florida shall:

- 11) Encourage Regional Workforce Boards' staff to make contact with ex-offenders to provide needed support services to assist them in with assimilation within the community.
- 12) Direct the AWI to capture and track performances of ex-offenders who receive services through the One-Stop Delivery system.
- 13) Consider the needs of low-income ex-offenders when setting policies that impact Florida's workforce strategy.

**5. REFERRAL OF PERSONS WITH DISABILITIES:**

The Parties agree to promote the inclusion of descriptions of methods of referral for ex-offenders with disabilities or elder ex-offenders in the local MOUs developed by the Regional Workforce Boards.

**6. UNIVERSAL ACCESS/ACCESSIBILITY:**

The Parties agree to provide for the promotion of equal, effective and meaningful participation by ex-offenders with disabilities through promotion of program accessibility, reasonable accommodations, auxiliary aids and services, and rehabilitation technology. The Vocational Rehabilitation funding stream is the primary source for funding needs of those clients who have been identified as "eligible persons".

**7. ORGANIZATIONAL LEGAL REQUIREMENTS:**

**WORKFORCE FLORIDA, INC., AGENCY FOR WORKFORCE INNOVATION,  
REGIONAL WORKFORCE BOARDS, ONE-STOP RELATIONSHIPS**

Section 121 of the WIA of 1998 requires Regional Workforce Boards to develop MOUs with the Regional Workforce Development Centers (One-Stops) to detail how resources will be coordinated across funding streams to operate and provide services.

**8. CONFIDENTIALITY:**

The Parties acknowledge their separate obligation to perform this Agreement in compliance with the requirements of Public Records Law, Chapter 119, Florida Statutes and with other applicable Statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records "Confidential", Exempt From Disclosure, or accessible as prescribed by Statutes. See Section 945.10, Florida Statutes.

The Parties acknowledge that the data exchanged between agencies has been provided for official purposes and that public access to such data is limited and prescribed by Statute. All Parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of publications involving another agency's data for review.

**9. AGREEMENT ADMINISTRATION:**

**Department's Agreement Administrator**

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining an Agreement file on this Agreement service and will serve as a liaison with the Agreement Manager for the Department. The name, address and telephone number of the Department's Agreement Administrator is:

Lisa M. Bassett, Chief  
Bureau of Procurement and Supply  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
(850) 488-6671 (telephone)  
(850) 922-5330 (facsimile)  
bassett.lisa@mail.dc.state.fl.us

**Parties Agreement Managers**

The Parties have identified the following individuals as agreement managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as a liaison /agency contacts for issues arising out of this Memorandum of Agreement.

**FOR THE DEPARTMENT::**

Bernard R. Cohen, Chief  
Bureau of Programs  
2601 Blair Stone Rd., Bldg B Room 363  
(850) 414-2719  
(850) 488-3476  
cohen.bernard@mail.dc.state.fl.us

**FOR WORKFORCE FLORIDA, INC.**

Curtis C. Austin  
President, Workforce Florida, Inc.  
1974 Commonwealth Lane  
(850) 921-1119  
(850) 921-1101  
caustin@workforceflorida.com


**AGENCY FOR WORKFORCE INNOVATION**

Beverly Boatwright  
Research & Training Specialist  
804 Harmony Hills Loop  
Lakeland, FL 33805  
(863) 686-4914 (telephone & Fax)  
Beverly.boatwright@awi.state.fl.us

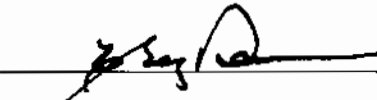
**10. SIGNATURES:**

The parties hereto cause this Agreement to be executed by their undersigned officials as duly authorized.

**Workforce Florida, Inc,**

By:   
Name: Curtis C. Austin  
Title: President, Workforce Florida, Inc.  
Date: 1/14/05

**Florida Department of Corrections**

By:   
Name: James V. Crosby, Jr.  
Title: Secretary  
Date: 8/20/04

**Agency for Workforce Innovation**

By: *Susan Pareigis*

Name: Susan Pareigis

Title: Director, Agency for Workforce Innovation

Date: 1/25/05

*Louis A. Vargas*  
*8-18-04*

Louis A. Vargas  
General Counsel  
Florida Department of Corrections

*File 1-25-05*