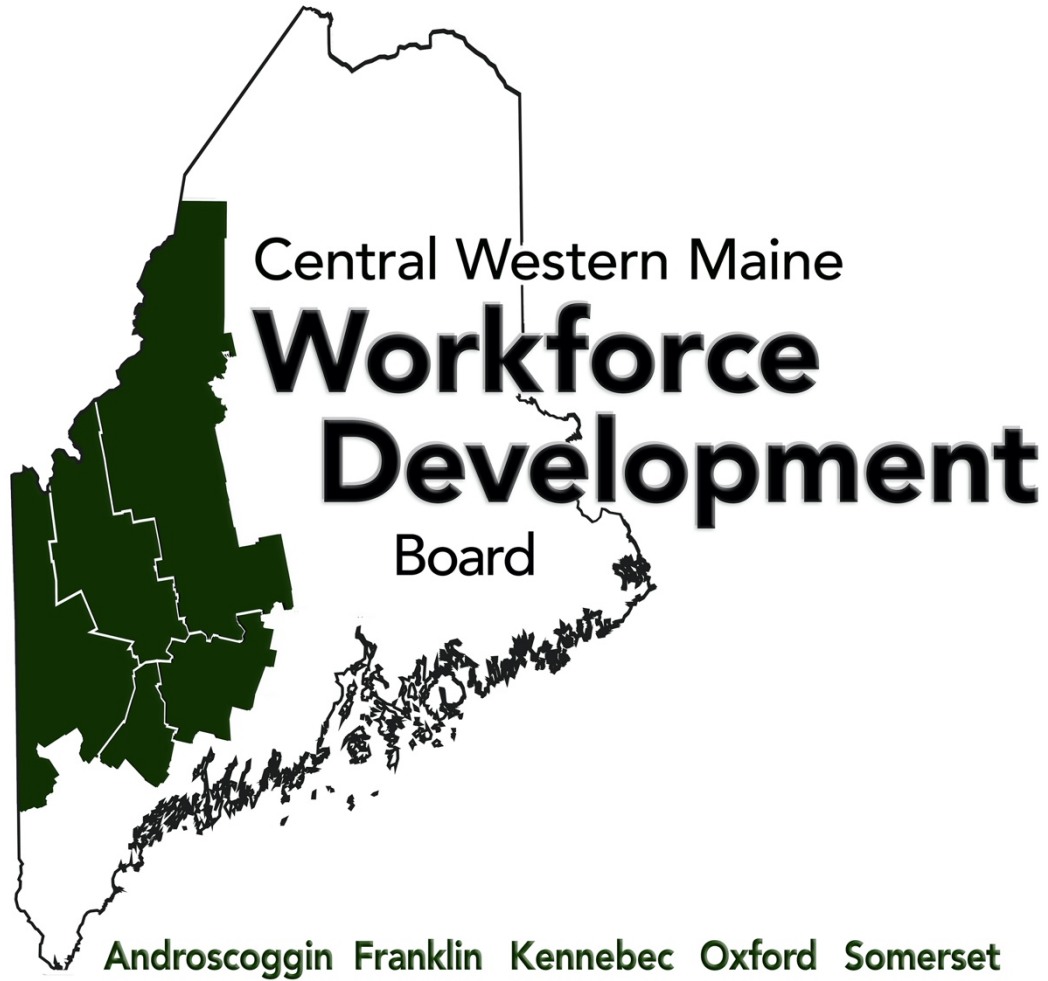


# CENTRAL WESTERN MAINE WORKFORCE DEVELOPMENT SYSTEM

## MEMORANDUM OF UNDERSTANDING



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## **I. Local Area Introduction**

The Workforce Innovation and Opportunity Act (WIOA) calls for an integrated and coordinated service delivery system that leverages and maximizes resources in a way that reduces unnecessary duplication of services; Memorandums of Understanding (MOU) serve as the blueprint for how this will occur at each local level.

One of the main goals of WIOA is to strengthen the ability of the public workforce system to align investments in workforce education, and economic development in support of local and regional in-demand industry sectors and jobs. Another key goal is providing customers with access to high-quality one-stops that are customer-centered and provide access to a full range of services.

It is the role of the local boards to negotiate and facilitate the MOU with required partners. The MOU serves as a functional tool, as well as a visionary plan, for how the local board and local partners will work together to create a unified service delivery system that meets the needs of their shared customers. The MOU development process can be viewed in two stages: stage one addresses service coordination and collaboration amongst the partners; stage two addresses how to sustain the unified system through cost sharing. Collaboration is essential for implementing a system that will meet the skilled workforce needs of employers and prepares an educated and skilled workforce.

To support and advance our vision and address the challenges and opportunities of our regional labor market and workforce, Central/Western Maine Workforce Development Board (CWMWDB) worked with partner representatives of the CWMWDB to formulate goals and strategies targeted to employers, job seekers and workers, and the workforce development system. In the context and intent of this MOU the term “partners” has the same meaning and effect as the term “parties.”

## **II. Local Area Vision, Mission and Goals**

CWMWDB’s vision is a strong, vibrant, sustainable economy that generates growth opportunities for employers and creates high demand-high wage jobs for job seekers.

The mission of CWMWDB is to develop and oversee the workforce development system in the central/western region which will promote active, engaged industry partnerships to create a highly trained, educated, and diverse workforce leading to improved quality of life for the residents of Central/Western Maine.

The goals of CWMWDB are to support and facilitate industry sector development; improve educators understanding of employers’ workforce needs/skills requirements; increase employer engagement in workforce development system; and to reduce the mismatch between job seeker skills and employer needs. Our key priorities are to improve communication within the Workforce Development System, balance supply and demand of labor and, promote foundational learning adaptability skills.

## **III. Memorandum of Understanding**

This MOU is executed between the CWMWDB and the one-stop partners listed throughout this MOU that are collectively referred to as “one-stop partners” or “Partners” to this MOU.

This MOU is developed to confirm the understanding of the Partners regarding the operation and management of the CWMWDB one-stop center network for which the CWMWDB provides oversight. The CWMWDB, with the agreement of the CEO (Chief Elected Official), has competitively selected Western Maine Community Action as the one-stop operator for the CWMWDB Area. The role of the CWMWDB Area one-stop operator is further outlined below.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the service and operating costs of the CWMWDB Area one-stop network. The Partners to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the CWMWDB Area's high standards.

Among other items found herein, the Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget and Infrastructure Funding Agreement outlined reflect the commitment of the Partners to their job seeker and business customers, as well as to the overall CWMWDB Area community.

#### **A. Legal Authority:**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the local board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA Joint Rule for Unified and Combined Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance at 2 CFR part 200).

#### **B. Components of the MOU:**

Pursuant to 20 CFR 678.500, each local MOU must (at a minimum) include the following components:

1. A description of the services that will be made available through the system and ways services will be coordinated and delivered by the partners
2. Agreement on funding the costs of the services and operating costs of the system, including:
  - i. Funding of infrastructure costs of the one-stop centers in accordance with 20 CFR 688.700 through 678.55; and
  - ii. Funding of the shared services and operating costs of the one-stop delivery system.
3. Methods for referring individuals between the one-stop partners for appropriate services and activities;
4. Methods to ensure the needs of workers, 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

5. The duration of the MOU and the procedures for amending it; and
6. Assurances that the MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services. In addition, the MOU contains information on compliance with Federal, State, and Local laws and regulations and process steps for negotiating and coming to consensus. Given the evolving nature of WIOA implementation and system integration partners understand that this is an “ever-green” document which from time to time shall be expanded and amended as needed.

### **C. Duration**

This service coordination portion of this MOU is entered into on July 1, 2017. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section apply.

All Partners agree that this service coordination provision of this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate delivery of services.

An interim cost sharing agreement is in place until January 1, 2018, at which time a WIOA approved local cost sharing agreement will be implemented and will remain effective until June 30, 2018, at which time it will terminate and be reviewed and revised by or before every July 1, thereafter.

All Partners agree that the local cost sharing agreement provision of this MOU shall be reviewed and renewed not less than once per year (annually) to ensure appropriate funding of the one-stop center system.

All Partners agree that the local cost sharing agreement will be reconciled on at least a quarterly basis to assure that costs contributed are reasonable based on the Partner’s proportionate share relative to benefit received.

### **D. Amendment Procedures**

1. Notification: When a Partner wishes to amend the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed amendment(s).
2. Discussion/Negotiation: Upon notification, the local board Chair (or Designee) must ensure that discussions and negotiations related to the proposed amendment(s) take place with partners in a timely manner as appropriate. Depending upon the type of amendment(s), this can be accomplished through email communications to all the Partners. If the proposed amendment(s) is extensive and is met with opposition, the Local Board Chair (or Designee) may need to call a meeting of the Partners to resolve the issue. Upon agreement of all Partners the amendment(s) will be processed.
3. Substituted Party: If the amendment(s) involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into this MOU with local board approval.

As may be appropriate, if determined that a Partner is unwilling to sign the MOU, then the local board Chair (or designee) must ensure that the dispute resolution process is followed.

### **E. Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the local area Customer Grievance and Complaint Management Policy.)

A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the local board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

All Partners are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the local board Chair (or designee) and Partners to the MOU regarding the conflict within 108 business days. The local board Chair (or designee) shall place the dispute on the agenda of a special meeting of the local board's Executive Committee and/or Appeals Committee and such committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved per the local board Executive or Appeals Committee decision process or by a 2/3 majority consent of the committee.

The decision of the Executive or Appeals Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent setting or binding on future conflict resolutions unless they are officially stated in this procedure. The Executive or Appeals Committee must provide a written response and dated summary of the proposed resolution to Partners to the MOU.

The local board Chair (or designee) will contact the petitioner and the appropriate Partners to verify that all are in agreement with the proposed resolution.

### **F. Termination**

This MOU will remain in effect until the end date specified in the Duration section, unless:

1. All Partners mutually agree to terminate this MOU prior to the end date.
2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due

to lack of funding shall notify the other Partners as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.

3. WIOA is repealed or superseded by subsequent federal law.
4. Local area designation is changed under WIOA.
5. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the local board specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately. In the event of termination, pertaining to a breach, the Partners to the MOU must convene within thirty (30) after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.
6. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

Partners agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after termination of this agreement.

#### **IV. System Structure and Services:**

Maine's workforce development system is made up of multiple partners and workforce boards responsible for developing and implementing workforce strategies at both the State and local levels. The State Workforce Development Board is an advisory board to the Governor that provides leadership to the education and workforce system and which sets and communicates the vision for Maine's workforce system, convenes key strategic partnerships to achieve the vision, and uses data and accountability systems to ensure the system is on track.

Local boards take on a similar strategic role but have somewhat different functions pertaining to implementation of workforce programs and services. Maine has three local workforce development areas overseen by the following local boards:

- Northeastern WDB: Aroostook, Hancock, Penobscot, Piscataquis and Washington counties.
- Central Western Maine WDB: Androscoggin, Franklin, Kennebec, Oxford and Somerset counties.
- Coastal Counties WDB: Cumberland, Lincoln, Knox, Sagadahoc, Waldo, and York counties.

Local area governance begins with the chief elected official (CEO) a County Commissioner from each local area who on behalf of all the counties in the local area, takes on financial liability for WIOA funds allocated by the State to each local area through sub-awards. The chief elected officials (CEOs) are also responsible for appointing local workforce development board members, approving the local board's local workforce plan and budget and serving as the local grant recipient and who may designate an entity to serve as a fiscal agent on their behalf.

Local workforce development boards are responsible for defining and overseeing strategies, goals, objectives, and requirements for the use of grant funds. Local boards are made up primarily of business members

representing employers from the local area and leads from agencies that serve job seekers and workers. Local boards are facilitated by a chairperson, selected from among the business membership of the board. Local boards have many functions and are responsible for convening industry partners and educational institutions to identify career pathways within key industry sectors in the local area. Local boards hire staff to assist in grant administration and implementation. Local board staff conducts monitoring and oversight of local service providers that deliver WIOA programs, create and submit required performance reports and disseminate information to local area stakeholders and more.

The goal of Maine's workforce development system is to enhance the range, integration, and quality of workforce development services available to job seekers and businesses through a coordinated approach among partner agencies through a network of physical sites known as the one-stop system.

Local boards establish strategic direction for their local areas through contracts with service providers, by generating policies and through establishing a One-Stop Operator to coordinate the integration of services provided by the partner agencies that make up the local one-stop system.

### **A. American Job Centers**

System services are delivered through various kinds of physical centers referred to nationally as American Job Centers and referred to in Maine as Career Centers, Workforce Solutions Centers and in this MOU as one-stop centers. There are three levels of one-stop centers as follows:

1. **Comprehensive One-Stops (COS).** Each local area must have one comprehensive one-stop center from which all partner programs can be accessed. The Lewiston one-stop center is the Comprehensive One-Stop for the CWMWDB Area. Partner programs are required to provide "access" to their services from the COS in the local area at a minimum but are encouraged to provide access to services at any or all of the centers in the local one-stop delivery system. Ways to provide "access" to partner services includes:

**Option 1:** Having a partner program staff member physically present at the comprehensive one stop center;

**Option 2:** Having a staff member from a different partner program physically present at the comprehensive one-stop center who is appropriately trained to provide information to customers about the partner's programs, services, and activities; or

**Option 3:** Making available a "direct linkage" through technology to a program staff member who can provide meaningful information or services.

- A "direct linkage" means providing direct connection at the comprehensive one-stop center, within a reasonable time, by phone or through a real-time Web-based communication, to a partner program staff member who can provide program information or services to the customer.
- A "direct linkage" cannot exclusively be providing a phone number or a Web site address or printed pamphlets, or materials; it means a direct linkage to a partner program staff person.

2. **Affiliate One-Stops (AOS)** Local boards may also choose to operate other access points to service in addition to comprehensive one-stops. Such access points are called affiliate or specialized one stop centers and are established to supplement and enhance customer access to partner services.



Affiliate sites may make one or more of the one-stop partner's program services and activities available to job seekers, workers and employers.

3. **Specialized One-Stop Centers (SOC)** Local boards may establish specialized centers for a variety of reasons depending on local workforce needs. The local board, in conjunction with the partners and one-stop operator may determine that a specialized center is warranted. The SOC are not required to provide access to every partner service; however, partner services provided through specialized one-stop centers must be determined through partner negotiations at the local level and incorporated into this MOU.

## **B. One-Stop Operator**

The CWMWDB will select a one-stop operator through a competitive process (i.e.: RFP), in accordance with OMB Uniform Guidance, WIOA and its implementing regulations, and procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process will be published and may be viewed on the CWMWDB Local Area Website at: [www.cwmwdb.org](http://www.cwmwdb.org). The State requires that the one-stop operator is re-competed at least every three years and not later than every four years.

The primary function of the one-stop operator (OSO) for CWMWDB is to coordinate the services of the required partners and to implement the Local Area MOU. The OSO is integral to implementation of the MOU; therefore, the OSO will work closely with partner service providers to coordinate delivery of their services on behalf of shared customers.

## **C. Partners**

Per 20 CFR 678.415, the partners required to enter into this MOU with CWMWDB are those partner entities that act as the grant recipient / administrative entity responsible for administering the program grant funds. The term "entity" does not include service providers that the grant administrators contract with, nor does it include sub recipients of the local administrative entity.

WIOA required partners for CWMWDB:

1. Central Western Maine Workforce Development Board, Adult, Dislocated Worker and Youth programs;
2. Maine Department of Education, Adult Education and Family Literacy Act programs;
3. Maine Department of Labor, Bureau of Employment Services, Employment Services programs;
4. Maine Department of Labor, Bureau of Employment Services, Trade Adjustment Assistance programs;
5. Maine Department of Labor, Bureau of Employment Services, Jobs for Veteran's State Grant programs;
6. Maine Department of Labor, Bureau of Unemployment Compensation, Unemployment programs;
7. Maine Department of Labor, Bureau of Rehabilitation Services, Vocational Rehabilitation programs;
8. Maine Community College System and Campuses, Postsecondary Carl B. Perkins Act grants;
9. Maine Department of Health and Human Services, Community Services Block Grant;
10. Association for Training and Development (A4TD), Senior Community Services Employment Programs;
11. Eastern Maine Development Corporation, National Farmworker Jobs Program;
12. Goodwill Industries of Northern New England, YouthBuild Lewiston grant; \*\*\*

**Note:** TANF programs in Maine will not be required partners for cost sharing or performance reporting purposes; however, partnerships with agencies that provide TANF services are encouraged in order to further assist TANF recipients meet employment and training goals.

\*Job Corps programs serve state and national customers regardless of their physical location and are required partners for all three local areas.

\*\*Native American programs serve customers in the local area in which their program is physically located; per WIOA Native American programs are not required to contribute to infrastructure cost sharing.

\*\*\*YouthBuild grantees serve customers in the locality in which their program is physically located.

\*\*\*HUD Employment and Training Programs serve customers in the towns in which each housing authority is located.

#### **D. Partner Roles and Responsibilities**

The primary expectation of this MOU is partner support for the alignment and coordination of workforce development, education, community and economic development resources in the local area. Partners agree to support a comprehensive, accessible, high-quality one-stop system in each local area; a system that is accessible and easily navigated by job seeker, worker and employer customers alike.

Partners agree to commit to a new level of collaboration required to bring about a local workforce system that: promotes improvement in the structure of and delivery of multiple partner services; addresses the employment and skill needs of workers, jobseekers, and employers; articulates career pathways for in demand occupations and industries; results in workforce participation and preparation of underutilized populations and individuals with barriers; and enables workforce participants to enter career pathways that provide self-sustaining wages and offer upward mobility.

Under WIOA all required partners of the one-stop delivery system are expected to have the necessary level of knowledge of each partner's programs to be able to make appropriate referrals and braid appropriate resources on behalf of shared customers. Per 20 CFR 678.430 there are basic career services that all partners are expected to provide which are primarily informational and relate to an integrated and coordinated system of services (to job seekers, workers, and in some cases employers) a list of these can be found on page 4 of Appendix-A. In addition, 678.420 the role of required partners is identified as follows:

1. Provide access to its programs or activities through the comprehensive one-stop center and as able throughout the one-stop system;
2. Use a portion of funds made available to the partners' program, to the extent consistent with Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring among other things, that costs are allowable, reasonable, necessary, and allocable) to:
  - i. Provide applicable career services; and
  - ii. Work collaboratively with the State and local boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:

- a) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;
  - b) Federal cost principles; and
  - c) Any local administrative cost requirements in the Federal law authorizing the partner's program;
2. Enter into an MOU with the local board relating to the operation of the one-stop delivery system that meets all the requirements contained herein;
3. Participate in the operation of the one-stop delivery system consistent with the terms of this MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and
4. Provide representation on the State and Local boards as required and participate on board committees as needed.

#### **E. Partner Commitments**

In addition to the roles identified under WIOA as delineated above, Partners to this MOU agree to work with the local One-Stop Operator to align and coordinate workforce development resources in a way that is seamless to the customer, maximizes resources, reduces redundancies and improves the outcomes of participants of each partner program. To facilitate such a system, Partners agree to:

1. Familiarize their staff with the basic eligibility and participation requirements and available services and benefits offered by each of the Partner programs identified in Appendix-A;
2. Allow their staff to participate in cross-training opportunities developed to facilitate such familiarity;
3. Assist in developing materials and/or participating in delivery of cross-training to facilitate such familiarity;
4. Work to utilize common intake, assessment and registration tools and standards;
5. Regularly evaluate ways to improve the referral process including the use of customer satisfaction surveys;
6. Commit to robust and ongoing communication with partners required for an effective referral process;
7. Commit to actively follow-up on the results of referrals and assure that partner resources are being leveraged at the optimum levels;
8. Provide suitable referrals and service coordination in accordance with the Referral Requirements Section below.

Additionally, all Partners shall:

9. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
10. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Partners relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

## F. System Services and Provider

The services, eligibility criteria, and funding sources for each required partner are identified in **Appendix-A Partner Services Information**. In this section, each partner identifies the grant administrator, the service providers and service locations, an overview of each partner's services, eligibility criteria for each partner's services and a list of actual services offered and special requirements requested by each partner in regard to this MOU.

## G. Referral Requirements

As mentioned, Appendix-A provides an overview of services offered by each required partner and the level of those services that will be made accessible through the comprehensive and affiliate one-stop centers in the local area. A robust referral mechanism is to be put in place to ensure a customer-centric, integrated, and seamless delivery of services to workers, job seekers, and employers.

After informing customers about the opportunities and resources available to them, partners will make suitable referrals based on the level of interest expressed by the customer and/or the readiness or need of the customer, (worker, job seeker, and/or employer) for the services of the partner program to which the customer is being referred. There are two types of referrals, an informal referral to customers who after learning about another partner's services expresses an interest in more information; and a more formal referral known as a coordinated referral that is by and between partner agencies that intend to enroll and serve a specific customer who would benefit from the services of another partners.

### Referral Types:

The referral process may be either **Informal** or **Coordinated (Formal)**

**An Informal Referral** – is a paper or online referral provided to the customer by the initiating Partner that refers and guides that customer to another Partner program. This level of referral allows the customer to utilize the referral per his or her needs and does not require formal follow-up from the receiving partner agency.

**Coordinated Referral** – is a staff- initiated referral on behalf of a customer that is currently receiving enrolled services from the referring partner and/or who specifically requires the services of the partner to which they are being referred. Such referrals may require customer approval and/or a release of information. Coordinated referrals involve direct contact between staff of the referring partner and the staff of the receiving partner that discuss the specific needs of the customer requiring shared services.

Partners agree to collaborate to standardize the referral process across partner programs and to ensure provider staff understand these referral types.

## V. System Operating Costs

**Local Area Operating Costs**, the MOU must identify information about the full one-stop system operating costs of each local area. Operating costs include costs such as facilities rent, utilities, equipment and interactive technologies and staff costs salaries, fringe and benefits, insurances, and service delivery costs such as materials. In addition, to clear identification of operating costs, the MOU must include a copy of

the Infrastructure cost sharing agreement in place. See Attachment-B for current local area infrastructure costs.

**Infrastructure Cost Sharing Agreement**, One-stop infrastructure cost sharing as required under WIOA Section

121(h) is negotiated at the local area level through methods agreed upon by the local board, chief elected official, and one stop partners. WIOA guidance has provided additional time for Partners to work on cost sharing agreements.

WIOA allows for the infrastructure cost sharing agreements currently in place between those partners housed in and sharing the rent of one-stop centers, equipment and IT costs in the local area system today to remain in place until the new WIOA required cost sharing agreement is implemented.

**Duration**

The duration of the interim cost sharing agreement implemented August 1, 2019 will remain in place until June 30, 2020.

The duration of the new WIOA required Infrastructure Cost Sharing Agreement must be in place by January 1, 2018 and will remain in effect until June 30, 2018 at which time the annual WIOA-required local area cost sharing agreement will be entered into for a one year period from July 1, 2018 through June 30, 2019.

The infrastructure cost sharing agreement will be reviewed and revised annually thereafter and must be in place by July 1, of each succeeding year.

## **VI. Other Terms and Conditions**

### **A. Data Sharing and Protection of Personally Identifiable Information**

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 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 Federal, State and Local 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 and TEGL 07-16.

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 programs' purposes, within the onestop 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)).
8. All one-stop 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.

## **B. Confidentiality**

All Partners expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations.

In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Partners. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

### **C. Accessibility**

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the one-stop center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual sites, regardless of gender, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law.

#### **a. Physical Accessibility:**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, considering reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

#### **b. Virtual Accessibility:**

The local board will work with the State board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the local board or the State board to post content through their website or applicable one-stop system websites.

#### **c. Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

In addition, communications access means taking reasonable steps to provide meaningful access to programs and services to individuals with limited English proficiency (LEP) or for whom English is not their primary language. Such steps may include using signage with multiple language lines to assess the individual's native language, by providing general informational materials in non-English languages known to be spoken in the local area, and/or by providing adequate notice of and accessing language translation services as appropriate.

**d. Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that those policies and procedures have been disseminated to their employees and otherwise posted as required by law.

Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all one-stop center programs, services, technology, and materials are physically and programmatically accessible and available to all.

Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the one-stop center network.

**D. Monitoring and Evaluation**

The local board, or its designated staff, officials from the State and other 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:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

**E. Nondiscrimination and Equal Opportunity Compliance**

All Partners 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 opinion or 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.



All Partners to this agreement specifically assure that they will comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the: VR agency (34 CFR 361.38);
- Confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- All amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

#### **F. Indemnification**

All Partners 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 Partners acknowledge the local board, its staff, directors and elected officials 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 Partners have no responsibility and/or liability for any actions of the local board its staff, directors and elected officials or the one-stop operator

#### **G. 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.

## **VII. Federal Requirements**

### **A. Drug and Alcohol-free Workplace**

All Partners 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 an 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.

### **B. Certification Regarding Lobbying**

All Partners 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 Partners shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **C. Debarment and Suspension**

All Partners 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.

### **D. Priority of Service**

All Partners certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, 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 individuals and English language learners.

### **E. Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

### **F. Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES)

Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

#### **G. Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Partners.

#### **H. Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Partners shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.