

## Western Maryland Consortium Workforce Area

### Memorandum of Understanding 2017 - 2018

**This Memorandum of Understanding (MOU)** is executed between the Local Board, the American Job Center System Partners, and the undersigned Chief Local Elected Official(s) of the Local Area. They are collectively referred to as the "Parties."

This MOU is developed to memorialize the understanding of the Parties regarding the operation and management of the American Job Center(s) in Western Maryland (the "Local Area"). The Workforce Development Board (WDB) for Western Maryland Consortium (the "Local Board") provides local oversight of workforce programming for the Local Area.

In accordance with Section 121 of the Workforce Innovation and Opportunity Act (WIOA), the Western Maryland Consortium Workforce Development Board, with the agreement of the Western Maryland Executive Council will pursue a competitive process based on the procurement standards in the Uniform Guidance set out at 2 CFR 200.318 through 200.326 - 678.605(c) to select the One Stop Operator. At the time of this writing, the Operator has not been selected.

In accordance with Section 121(b) of WIOA, the following programs in the Local Area are overseen by the undersigned entities:

- The Maryland Department of Labor, Licensing and Regulation (WIOA Title I Adult, Dislocated Worker and Youth, WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, and Unemployment Insurance);
- The Maryland State Department of Education's Division of Rehabilitation Services (WIOA Title IV; Title I of the Rehabilitation Act of 1973);
- The Maryland Department of Human Resources (42 USC 601, et seq, also known as Temporary Assistance for Needy Families) / Local Departments of Social Services;
- Career and Technical Education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)

These entities are collectively referred to as the "American Job Center System Partners."

### Terms and Conditions

#### I. Duration of MOU

This MOU shall take effect January 1, 2017 and will terminate no later than December 31, 2018, unless terminated earlier by any of the Parties to this MOU, in accordance with Section XII. The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA.

Contact Information of the Partners is labeled as **Exhibit 1 and made a part of this MOU.**

## **II. Convening of Parties**

The Local Board Chair will take the lead role (or designate local area director) as convener of the Partners. The Convener is responsible for ensuring that all Parties to the MOU have an opportunity to fully participate in the crafting of this MOU.

## **III. System Overview**

WIOA was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland's vision in implementing the Federal Act. Maryland's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland's workforce agencies have jointly developed the State's workforce plan with the intent that this vision will be carried out by each of the local workforce development areas through their American Job Centers. The Parties acknowledge that these goals are the central focus of the work to be done under this MOU. The Parties agree to comply with the policies, procedures and assurances, established under WIOA, including but not limited to the Policy Issuance 2016-09, WIOA Memorandum of Understanding and Resource Sharing Agreements ("the Policy").

## **IV. Performance Requirements & Data Sharing**

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through WIOA performance measures. All Parties must provide performance information that supports the achievement of performance goals, consistent with the requirement of law and as outlined in the Maryland Combined State Plan. All Parties agree to work cooperatively to share relevant data and enter into data sharing agreements to the extent necessary and as permitted or required by applicable statute or regulation.

## **V. Services Offered through the American Job Center System**

The Parties agree to build an efficient workforce system through sharing of information, increased collaboration, staff training and streamlining service delivery to maximize partner strengths and improve customer flow and access. Consistent with Section 121(b)(1) of WIOA, the Partners will provide access to programs or activities carried out by the entity through the American Job Center delivery system in the Local Area.

## **The Partners:**

The goal of the Western Maryland Consortium Workforce System is to bring together partners in workforce development, education, and other human resource services in a seamless customer focused service delivery network that enhances access to the programs' services to assist individuals in obtaining suitable employment, enable employers to obtain qualified employees, and overall improve long term employment outcomes for our customers.

Customers will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by center and partner staff.

In meeting this goal, the partners will work to identify barriers, eliminate duplication of services, advocate for, and support efforts to align technology and data systems, enhance participation and performance of customers served through the system and improve customer satisfaction.

Achievement of this goal will allow the Partners to continue building a workforce development system that prepares individuals for high demand, high growth employment in industry sectors that are vital for continued economic growth in the local and regional economies

All parties identified in this MOU will work together, meeting on a regular basis, to continue to develop and improve a seamless service delivery system of employment and training services for Western Maryland's job seekers and employers. Although the system will consist of the Partners administering separately funded programs, the intent is to establish a set of integrated, streamlined services to customers (businesses and job seekers).

Below is a description of services that the Partners will be **providing, coordinating, and delivering**

### **Adult Basic Ed/Adult Secondary Ed**

Adult education will provide services that will focus on the adult education purposes described in Title II, the Adult Education and Family Literacy Act, of the Workforce Innovation and Opportunity Act, which will include the following:

#### **Adult Basic Education (ABE) & Adult Secondary Education (ASE)**

- Offered at various locations in Allegany, Garrett and Washington County
- Provide a comprehensive Intake and Assessment process that includes program overview, diploma options in the state of Maryland, individual interviews to acquire information about school and work history, work goals, future educational goals, goal setting, and writing sample. A skills assessment in math and reading is completed using appropriate and state and federally approved assessments, and an introduction to the Maryland Workforce Exchange (MWE).
- Provide Adult basic education classes that will provide instruction for adults with low basic skills, low educational attainment, and to help the most vulnerable adults gain access to the services they need.

Pre-Diploma Classes that are intended to support students to prepare for and complete the GED exam or enter the National External Diploma Program (NEDP). Instruction may include basic math and reading skills review as well as algebra, geometry, writing essays, building reading comprehension, physical, biological, and life sciences, and various social studies topics.

- Offer GED® Preparation Class that are focused on specific subject areas to prepare students to pass the 4 GED® Exams (Language Arts, math, science, and social studies. Prior to taking the GED® Exams, students are identified and offered the GED® Ready (half version of the GED) free of charge when funding is available. Upon successful completion of the GED®, in all four areas, students are awarded a Maryland State High School Diploma.
- Provide instructional sessions throughout the year administered according to DLLR standards.
- All Adult Basic Education classes are currently offered free of charge.
- The Western Maryland Region offers the NEDP to students qualifying on math, reading and writing assessments. Upon successful completion of the program, students are awarded a Maryland State High School Diploma. The NEDP costs \$100 or less per student.

#### **English as a Second Language**

- English as a Second Language (ESL) classes are offered in the Western Maryland Region based on the need and student enrollment in each of the three counties.
- Provide a comprehensive Intake and Assessment process that includes program overview, individual interviews to acquire information about school and work history, work goals, future educational goals, goal setting, listening, speaking, reading and writing skills assessment and introduction to the MWE.

- Offer English classes (from Literacy through Advanced ESL) focusing on the following skills:
  - Listening, speaking, reading, and writing, and financial literacy
  - Learning to live in the United States: communication, shopping, employment, K-12 education processes, and healthcare.
  - In select courses, focus on civics: U.S. history & government, holidays & culture, roles and responsibilities of citizens
- Classes are tailored to the needs and goals of the students in that class.
- Provide instructional sessions throughout the year administered according to DLLR standards.
- All English as a Second Language (ESL) classes are currently offered free of charge.

All AEFLA funded classes will provide contextualized instruction incorporating basic academic skills, critical thinking, digital literacy and self-management skills in all levels of instruction to ensure that students are prepared for successful transition to post-secondary education, training, and employment opportunities and to build career pathways.

**Division of Rehabilitation Services (DORS)** (at the One-Stop Job/American Job Center and/or via referral to a partner organization)

The Maryland State Department of Education/ Division of Rehabilitation Services, in accordance with 29 U.S.C. 721(a)(11) will provide the following services to individuals with disabilities :

- Provide intake, orientation, and assessments for disabled job-seekers;
- Promote employment of persons with disabilities;
- Provide comprehensive assessments and an Individualized Plan for Employment;
- Provide guidance and counseling, physical restoration, and training to financially eligible persons with disabilities;
- Provide follow-up services to enhance job retention;
- Provide other services as may be available and appropriate;
- Provide Pre-Employment Transitioning Services for students with disabilities, as defined by WIOA;
- Provide Supported Employment Services for youth and adults with disabilities as defined by WIOA;

- Provide independent living services for older blind individuals to enhance the capacity of persons with disabilities to live unaided in the community;
- Provide performance information as required by WIOA;
- Provide cross training of Workforce staff on disability related issues;
- Provide technical assistance on disability related issues and on assistive technology;
- Engage employers through the Division's Business Liaisons;
- Work in a collaborative manner to coordinate services among the Workforce System Partners for Individuals with disabilities.

As with all individuals who access the American Job Center, whether they have a disability or not, the goal is to have a universal referral form, which will enable individuals to select the services they feel they need. In addition, the goal is to ensure that all information and services that are provided are accessible, regardless of the individual's disability.

### **Basic Career Services**

Basic career services will be made available to all individuals seeking services within the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including: Job search and placement assistance, and, when needed by an individual, career counseling, including:
  - Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and,
  - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA).
- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- 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: Job vacancy listings in labor market areas; Information on job skills necessary to obtain the vacant jobs listed; and Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;

- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information 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;
- Provision of information 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 the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD)<sup>1</sup>; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim.

**Workforce Development Board through Western Maryland Department of Workforce Services**

**For eligible and suitable individuals (WIOA eligibility may be required):**

**Individualized Career Services**

If one-stop center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all one-stop centers.

One-stop center staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate.

These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include
  - Diagnostic testing and use of other assessment tools; and an In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the

participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;

- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term prevocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.
- Provision of facilitated job club activities
- Incumbent worker training
- Skill upgrading and retraining
- Entrepreneurial Training
- Follow-up Services (post WIOA participant exit on unsubsidized employment)

#### **Business Services to be Provided**

- Adult Ed/Basic Literacy of ESL classes for workers
- Assistive technology and/or information on workplace accessibility
- Federal and State labor law information
- Federal bonding
- Grant assistance for on the job training, incumbent worker training, or others
- Interview space
- Labor Market and Wage Data Information
- Resource development/joint efforts on grant initiatives that address workforce issues and challenges
- Rapid Response/Outplacement and Trade Act services
- Recruitment support, which may include:
  - job posting promotions,
  - candidate assessment and pre-screening of candidate application materials/resumes,
  - candidate skills testing,
  - job fair and business-specific recruitment events



- Referrals to economic development, Small Business Administration, industry associations, or other business supports offered by partners and collaborators
- Veterans-focused hiring initiatives and information on hiring veterans

**Maryland Department of Labor, Licensing and Regulation**

(WIOA, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, Unemployment Insurance, Rapid Response and Wagner-Peyser)

**Basic Career Services**

Basic career services will be made available to all individuals seeking services served within the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state’s Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including Job search and placement assistance, and, when needed by an individual, career counseling, including:
  - Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and,
  - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
  - Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
  - 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 Job vacancy listings in labor market areas; information on job skills necessary to obtain the vacant jobs listed; and Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
  - Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
  - Provision of information 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;

- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim—
- Meaningful assistance means providing assistance:
  - On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim,
  - The staff providing meaningful assistance may be UI, Wagner-Peyser, or other one-stop partner staff members who have been properly trained to provide this type of assistance and service.
  - By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;
  - The costs associated in providing meaningful assistance may be paid for by the State’s UI program, the WIOA Adult or Dislocated Worker programs, the Wagner-Peyser Employment Service, or some combination thereof these funding sources.
- Assist veterans with disabilities and significant barriers to employment,
- Access and coordination of Trade Adjustment Assistance services

**The Division of Unemployment Insurance**

- A Direct point-of-contact with the Division’s Inquiry-Correspondence Unit to assist with general concerns regarding Unemployment Insurance matters and to facilitate claims filing by telephone or online
- Training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process
- Informational pamphlets regarding Unemployment Insurance
- Coordinating Rapid Response services with the Dislocation Services Unit, when requested
- Access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements

**Department of Social Services in Western Maryland**

The local human services provider, Departments of Social Services in Washington Allegany and Garrett Counties will provide assistance to ensure the health and safety of vulnerable children and adults and help customers in need of financial assistance reach their highest level of economic growth by offering the following:

- TANF/Temporary Cash Assistance and Work Programs

- SNAP/Food Supplement Program and Employment and Training Programs
- Medicaid/Medical Assistance
- Refugee Cash Assistance (RCA)
- Emergency Assistance to Families with Children (EAFC)
- Child Support
- Adult Services
- Child Protective Services including Out Of Home Services and Adoption
- In Home Family Services
- myDHR/Online applications for benefits

### **Educational Partners Services in Western Maryland**

- Provide educational programs and workforce development training to clients as identified and funded by system partners.
- Provide staff development training as identified and funded by system partners
- Work with the business community to identify local workforce development needs and provide training through the Work Smart Centers at each college
- Utilize colleges' Career Coach software to link local career opportunities to local educational programs required for the job market
- Leverage state funding such as EARN and Maryland Business Works to support the workforce development initiatives in each county.

### **Partner Services**

All center partner services will be delivered through an effective and coordinated manner with a customer-centric approach. The One-Stop Operator, once selected, will ensure the ongoing communication and collaboration among the partners. Partners will work with each other and the One-Stop Operator on evaluating customer experiences and developing effective ways to share information and deliver services that support and increase the economic competitiveness of the local area.

- A. The American Job Center Partners in the Local Area offer customers a wide variety of career development. The Partners commit to:
- (1) Ensure that 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 American Job Center system.
  - (2) Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program available.

- (3) Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.
- (4) Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the Federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.

B. Accessibility

- (1) The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 174 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et. seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et. seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.
- (2) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

- (4) The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, the status of the individual as a participant.
- (5) The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

## **I. Referral Arrangements**

While adhering to customer confidentiality, American Job Center Partners and the One Stop Operator will establish efficient protocols for referrals and follow-up. They may include:

- “Warm” handoffs/email/phone call or in person coordination and introductions
- Development of common intake procedures, co-enrollment programs, shared case management activities, and integrated services (i.e. ROW or RESA)
- Cross-training for staff and core partners to increase service and program offerings understanding
- Joint meetings with customers and core partners as appropriate and agreed upon
- Identify points of contact for referrals and follow-up from all core partners
- Creation of a “Resource Guide” to facilitate customer access to information
- Maintain a shared activity calendar/schedule between core partners
- Supporting documentation, assessments, or other relevant information may be sent with the referral once a release of information is signed by the customer being referred

### **Resource Sharing Agreement**

The purpose of the Resource Sharing Agreement (RSA) is to establish the terms and conditions of how the costs of the services and the operating costs of the American Job Center system will be funded, including funding of infrastructure costs of the Centers, funding of shared services, operating costs of the System, and the leveraging of in-kind contributions, as appropriate and pursuant to Section 121(h)(4) of WIOA.

For the period January 1, 2017 through June 30, 2017 the RSA between American Job

Center and The Western Maryland Consortium will be in effect. During this period of time, WIOA Partners will establish RSA terms and conditions pursuant to Section 121 (h) (4) of WIOA. This new RSA will be labeled Exhibit 2 and will be made a part of this MOU.

The RSA is labeled as Exhibit 2 and made a part of this MOU.

**A. Cost Allocation Methodology**

The Parties agree to the extent feasible to align individual agency resources to support workforce development systems integration, when and where appropriate. The shared costs, the allocation method, and each Party's share are identified in the attached RSA.

**B. In-Kind Arrangements**

C. The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all of the Parties and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. The details of In-Kind contributions are documented in the attached RSA.

**D. RSA Fiscal Agent**

The RSA Fiscal Agent is designated by all Parties to the RSA, and is identified in the attached RSA Template(s).

**E. American Job Center Shared Space/One Stop Center**

The lease or agreements for One Stop Center shared Space/American Job Center Space will be attached as Exhibit 3 at the time that the RSA is attached as Exhibit 2. Exhibit 3 will demonstrate the negotiation of shared infrastructure costs. Exhibit 3 will be made a part of this MOU once it is attached.

**VIII. Dispute Resolution Process**

In the event that an impasse should arise between the Parties regarding terms and conditions, performance, or administration of this MOU, Parties agree to first attempt to resolve any conflicts among themselves. Should there be no resolution, the Parties agree to abide by the process identified within the Policy.

**IX. Applicable Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties 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.

## **X. Confidentiality**

- A. All Parties expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information, including but not limited to 20 CFR Part 603; 45 CFR Section 205.50; Md. Code Ann., Gen'l Provisions §§ 4-307, 4-401 and 4-402; Md. Code, Lab. & Empl. § 8-625; COMAR 09.01.01, 09.33.01; 42 U.S.C. §503, 20 U.S.C. § 1232 (g); 34 CFR § 361.38; and 13A 11.06.01, as amended if amended. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
- B. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU.
- C. Each Party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent 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 of the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

## **XI. Modification**

The Parties agree to abide by the process for modification, as specified in the Policy. Modifications to this MOU must be in writing and signed by each Party.

## **XII. Termination**

This MOU will remain in effect until the end date specified in Section I, unless:

- (1) All Parties mutually agree to terminate this MOU prior to the end date.
- (2) Federal oversight agencies charged with the administration of WIOA fails 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 Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.  
WIOA is repealed or superseded by subsequent federal law.
- (3) Local area designation is changed under WIOA.

- (4) A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of 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, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any Party may request to terminate its inclusion in this MOU by following the modification process identified in Section XI and as outlined in the Policy.

### **XIII. 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 the other Parties.

### **XIV. 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.

### **XV. Fair Practices Certification**

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and 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 identification, 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.

### **XVI. Assurances of Non-Discrimination and Equal Opportunity in Agreements Funded by the U.S. Department of Labor**

The Parties specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; title IX of the Education Amendments of 1972, as amended; and with



all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.

**XVII. Drug and Alcohol Free Workplace**

The Parties certify they will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 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 29 CFR 98, Subpart F.I.

**XVIII. Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) and 29 C.F.R. Part 93. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law.

**XIX. Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 29 C.F.R. Part 98.

**XX. Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, polices 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.

**II. 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.

**XXII. Human Trafficking**

Each Party certifies that it complies with Executive Order 13333 that requires termination without penalty of the MOU if a sub-grantee, contractor or subcontractor engages in human trafficking.

**XXIII. Salary Compensation and Bonus Limitations**

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06,19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 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 Executive Level II.