

## Western Maryland Consortium Workforce Area

### Memorandum of Understanding 2019 - 2021

**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 Western Maryland. 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 Centers in Western Maryland. The Western Maryland Workforce Development Board (WMWDB) 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, as the Local Board, with the agreement of the Western Maryland Executive Council and Chief Local Elected Official(s) (CLEO) has selected Hagerstown Community College as the One-Stop Operator for Western Maryland Local Workforce Development Area.

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, Senior Community Services Employment Program, Indian Native American Program, Reintegration of Ex-Offenders Program);
- 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.)
- HRDC - Community Action Agency - Serving Allegany County
- Garret County Community Action Agency

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 July 1, 2019 and will terminate no later than June 30, 2021, 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.
- Prepare individuals academically to complete state approved high school equivalency assessments to earn a secondary educational credential: GED® or the National External Diploma Program (NEDP)
- 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).
- Eligible students will be identified and offered the GED® Ready 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.
- Prepare 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 cost \$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
  - All English as a Second Language (ESL) classes are currently offered free of charge.

## **Integrated Education and Training (IET) & Integrated English Literacy and Civics Education (IELCE)**

- Will Collaborate with WIOA core partners to provide career pathway options providing students with both contextualized and competency-based learning as it applies to the selected occupational career training.
- Provide to both ABE and ES students
- Classes will incorporate ACT WorkKeys Curriculum and culminate with a national Career Readiness Certificate (NCRC)
- The Adult Education component will be free of charge to students and funding will be available to students who meet eligibility requirements for the career training and the NCRC assessment through the Career Pathways Connections Grant.

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 postsecondary education, training, and employment opportunities and to build career pathways.

All AEFLA will be administered according to DLLR Division of Adult Learning and Workforce Development guidelines and approved standards.

**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 jobseekers with disabilities;
- 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.

Individuals with disabilities will continue to receive services through the American Job Centers and their partners and will have access to all services. Customers with disabilities will be referred to DORS for technical VR expertise and to receive services beyond those available through the AJC and their partners.

As with all individuals who access the American Job Center, whether they have a disability or not, a universal referral form will be used, 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. DORS will provide cross-training to the partners in such areas as: programmatic and physical accessibility, serving individuals with disabilities, disability etiquette and sensitivity training and assistive technology.

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

Maryland Department of Labor, Licensing and Regulation (DLLR) staff are located at the American Job Centers in Washington and Allegany Counties. Coverage is provided to Garrett County through the Allegany Office. (Grants: Trade Adjustment Assistance Act, Jobs for veterans State Grant, The Senior Community and Employment Program Older Americans Title V, Unemployment Insurance, Rapid Response and Wagner-Peyser)

#### **Basic Career Services**

Grants include Wagner-Peyser, Unemployment Insurance, Migrant and Seasonal Farmworker (MSFW)

- Use informal assessment to uncover strengths and weaknesses of job seekers.
- Provide referrals to and coordination of activities with other programs and services within AJC and other workforce development programs.
- Assist customers in job search activities through critiquing resumes and cover letters, navigating online applications and utilizing the resources through the internet.
- Provide information on Maryland Workforce Exchange (MWE) tools and services
- Discuss labor market information and how to use this information to help with job acquisition
- Answer basic Unemployment Insurance (UI) questions and assist with the completion of UI application, assist UI claimant by contacting our UI interface to raise awareness of unresolved issues.
- In coordination and in conjunction with other Partners as appropriate, provide workshops for job seekers.
- Conduct one on one meetings for UI claimant to include reviewing; work history, recording of prior two weeks of work search activity, checking for compliance of UI claimant's activity and report results to UI, creating and individual reemployment plan for follow-up activities with the AJC and or workforce partners.

- Participate in Rapid Response events
- Educate Justice involved customers o the Federal Bonding program, issue Federal bonding letters based upon eligibility, expungement seminars ad other justice involved activities.
- Assist in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA
- AJC staff provide services to customers identified as Migrant and Seasonal Farmworkers (MSFW). Including outreach where appropriate, orienting seasonal and migrant workers to services available in the AJC and/or through workforce partners.
- Migrant and seasonal farmworkers (MFSW May have job services delivered telephonically or at other sites. Also, staff members advise MFSWs o available resources in the local community such as food banks ad faith and community-based organizations to assist these workers.

### **Individualized Services**

Grants Include Trade Readjustment Act, Jobs for Veterans State Grant (JVSG), Senior Community Service Employment Program Older Workers Act Title V

- Provide case management services including job search assistance, assessment of skills and development of employment plan
- Explore and fund the opportunity to train I a new field an or upskill in their current field to enhance marketability
- Determine the need and administer support services which may include; interview travel costs reimbursement, mileage reimbursement and relocation allowance if job takes them out of the area.
- Educate and assist with connecting to federal health insurance program.
- Facilitate income support for eligible participants through Trade Readjustment Act payments.

### **Jobs for Veterans State Grant**

- Comprehensive and specialized assessments of skill levels a service needs.
- Development of an individual employment plan to identify the employment goals appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goal?; group counseling;
- Individual counseling and career planning
- Short-term prevocational services that may include development of learning skills, professional conduct to prepare individuals for unsubsidized employment or training
- Conduct relationship building, outreach ad recruitment activities with other service providers in the local area to locate ad enroll other Veterans with significant barriers to employment,

## **The Senior Community Service Employment Program**

(SCSEP) services are provided directly within American Job Centers in Hagerstown and Cumberland Offices; Cumberland provides coverage for Garrett County

- AJC staff work in conjunction with SCSEP staff to identify eligible and appropriate candidates for participation in the program. This 20 hour per week Training program is paid through SCSEP, at the current minimum wage of Maryland. Referrals of participants come from the AJC and workforce and community partners;
- SCSEP staff screen for eligibility which include, job seekers 55 years of age or older with low income, low literacy, a disability and for suitability based upon skills and prior work experience;
- SCSEP staff provide orientation to participants;
- SCSEP staff provide case management and supportive services while in the training program and for 8 months upon attainment of regular employment;
- Collaborate with Western Maryland Workforce system partners to reduce barriers and ensure participants have the opportunity for unsubsidized regular employment.

## **Employer Services**

JSG

Local Veterans Employment Representative (LVER)

- Work to develop relationships with business to secure employment opportunities for Veterans.
- Conduct employer outreach and coordinate activities with other employer services in the workforce system
- Ensure Veterans priority of service knowledge is shared with all staff within the workforce system;
- Engage in advocacy efforts on behalf of veterans.
- Organize Veterans job fairs, recruitments and job clubs.

## **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



## **Western Maryland Workforce Investment Board WIOA Title I**

### Adult, Dislocated Worker and Youth

- Provide Outreach and Orientation
- Intake, eligibility determination for individual career services and /or training services to collect eligibility documentation for Adult or Dislocated Worker Title I
- Share information related to the local, regional and national labor market including information on in demand occupations, earnings, skill requirements and advancement opportunities.
- Provide career counseling to help identify skill gaps and to offer solutions to increase customer marketability.
- Administer assessments to identify skill levels aptitudes, abilities and interests for Title I participants
- Identify need for supportive services
- Provide in house or outside referrals.
- Assist with developing goals by providing in-depth interviews with the job seekers to identify and address employment barriers.
- Customers will be case manage throughout the job search, it may include need for essential skills, prevocational skills, workforce skills, and occupational training skills.
- Provide On the Job Training, Incumbent worker training,
- Provide transition and Follow-up services after obtaining employment.
- Identifying appropriate work and learn opportunities.
- Provide an array of workforce development services to businesses and job seekers
- Respond to community needs and/or emergency economic events
- Participate in business services teams
- Evaluate, negotiate and implement required actions to meet or exceed performance standard while the needs of the customer before performance.
- Participate in local convenings/trainings to increase knowledge of services among partner agencies.
- Provide the 14 Elements to youth 14 to 24
- Priority of Service to Veterans

### **Department of Social Services in Western Maryland**

The local human services provider, Departments of Social Services in Washington Allegany and Garrett Counties will aid 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

**Community Action Agency –**  
**Human Resources Development Commission Inc. (HRDC)**

HRDC is the community action agency serving the region of Allegany County. HRDC operates from a 2 generation approach to services, the family and their needs if front and center with Quality Early Childhood services, post-Secondary Education and Employment and Career Pathways, Economic Supports, Asset Building, Housing, Health and Well-being, and Social Capital key services that we have found are important to helping families meet their goals and become more self-sufficient.

HRDC currently operates thirty-two (32) programs from 16 different sites located throughout the county and is the sponsoring agency for community programs geared towards empowering low-income individuals, seniors and families.

All areas of need including housing, finances, employment, education, job training, physical/mental health, nutritional, personal support services, transportation and childcare are identified and addressed through the following:

- Early Head Start & Head Start
- Supportive/Independent Living Supports Planning
- Mobility Management Program (Transportation Coordination)
- Adult Day Care Services
- Transitional Housing Shelter/Permanent Supportive Housing
- Emergency Homeless Services and Supports
- Affordable Housing
- Weatherization
- Financial Literacy/Budget Management
- VITA (Volunteer Income Tax Assistance)/EITC (Earned Income Tax Credit) Programs
- LIHEAP (Low Income Home Energy Assistance Program)
- Homeownership and Neighborhood Improvement through Rehab Program
- Section 8 voucher Program
- Foreclosure/Pre-Purchase Counseling
- Senior Centers and Services.

## **Garrett County Community Action Council**

The mission of Garrett County Community Action Committee, Inc., is to improve the quality of life for people in need by empowering them to become more self-sufficient and by providing essential services in collaboration and cooperation with partners

- Offers head start, early head start and other childhood and family development programs
- Is the lead in the Continuum of Care and provides most of the homeless programs in the county
- Acts as the housing authority, managing Section 8 vouchers and Mod Rehab programs
- Is the Area Agency on Aging, running Meals on Wheels and Senior programs
- Runs a first-time home buyer program, IDA and other financial education and asset development programs
- Has built (and owns) over 400 units of award-winning affordable and workforce housing units
- Is actively engaged in Community Economic Development through the development of infrastructure, community facilities and supporting other nonprofits, and local government
- Operates the public transportation in the county

## **Indian and Native America Programs (WIOA Title I)**

Division of Indian and Native American Programs (DINAP) Workforce Innovation and Opportunity Act (WIOA) Section 166 grantees and the Department of Labor share a vision of providing quality employment and training services to tribes, tribal organizations, Alaska Native entities, Indian controlled organizations and Native Hawaiian organizations serving unemployed and low income Native Americans, Alaska Natives and Native Hawaiians.

This designed primarily to provide general information and assistance to Workforce Innovation and Opportunity Act (WIOA) Section 166 Indian and Native American (INA) grantees and others that are interested in economic self-sufficiency through employment and job training programs for Native Americans. The section 166 programs are designed to support employment and training activities in order to develop more fully the academic, occupational and literacy skills; make individuals more competitive in the workforce; and promote economic and social development in accordance with the goals and values of such communities. These programs are administered in a way that not only meet regulatory requirements, but also in ways that are consistent with the traditional cultural values and beliefs of the people they are designed to serve.

## **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.
- When possible provide links for students to access MHEC's Workforce Development Sequence Scholarship for short term training offered at the Community Colleges

### Partner Services

All center partner services will be delivered through an effective and coordinated manner with a customer-centric approach. The One-Stop Operator 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 based on 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 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 on 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.

## **VI. 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

## **VII. 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, 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**

The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all 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.

### **C. RSA Fiscal Agent**

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

### **D. 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.

**XXI 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**

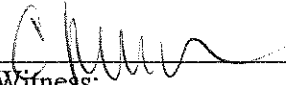
Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06,19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.

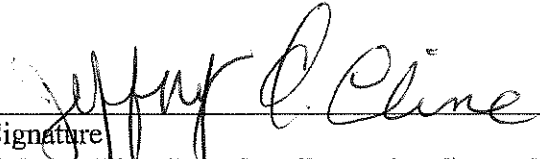
**XXIV. Indemnification and Liability**

Indemnification To the extent permitted by Maryland law ad the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers and assigns, Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume ay obligations to indemnify, hold harmless, or pay attorney’s fees that may arise from or in any way be associated with the any other parties’ performance or operation of this MOU.

**XXV Signatures**

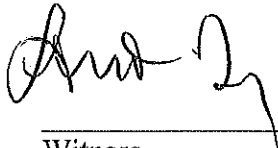
IN WITNESS THEREOF, and in accordance with the Policy, the undersigned have executed this Memorandum of Understanding on or before the date set forth herein. By signing this document, each individual signing this MOU on behalf of a given Partner thereby certifies that he/she has the legal authority to bind said Partner to the terms of this MOU. This MOU may be executed in counterparts, each being considered an original.

Witness:  \_\_\_\_\_

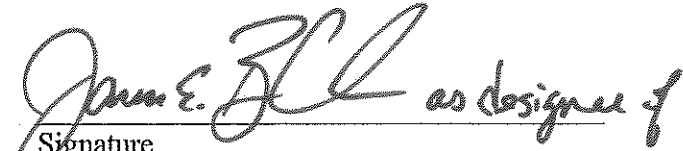
 \_\_\_\_\_  
Signature  
Jeffrey Cline, President Executive Counsel

\_\_\_\_\_ 10/24/19  
Date

Signature Page  
Maryland department of Labor, Licensing and Regulation



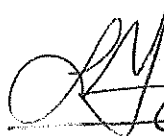
Witness



Signature  
Tiffany P. Robinson Secretary, Maryland  
Department of Labor, Licensing and Regulation

10/23/19

Date



Reviewed for legal sufficiency

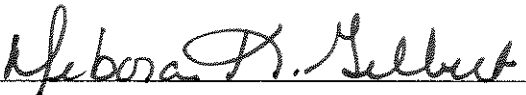
**Signature Page**  
**Western Maryland Workforce Development Board**

Witness

\_\_\_\_\_  
Signature  
**Amos McCoy, Chair**  
**Western Maryland Workforce Dev. Board**

\_\_\_\_\_  
Date

Witness

  
\_\_\_\_\_  
Signature  
**Debora Gilbert, Executive Director**  
**Western Maryland Consortium Title I**

\_\_\_\_\_  
Date' 10 / 25 / 19

**Signature Page**  
**Dept. of Social Services Allegany County**

\_\_\_\_\_  
Witness

*Courtney A. Thomas-Winterberg*  
\_\_\_\_\_  
Signature  
Courtney Thomas-Winterberg, Director  
Allegany County

*10/23/2019*  
\_\_\_\_\_  
Date

Signature Page  
Garret Community College & Adult Education & Literacy

Samuel  
Witness

Julie Yoder  
Signature  
Julie Yoder, Dean of Continuing Education &  
Workforce Development

10/24/19  
Date


Donna M. Bettinger  
Witness

Kaitlyn Glotfelty  
Signature  
Kaitlyn Glotfelty, Coordinator of Adult Basic  
Education

10/24/2019  
Date

**Signature Page**  
**Dept. of Social Services – Garrett County**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature  
Rick Dewitt, Director  
Garrett County

10/23/2019  
\_\_\_\_\_  
Date

**Signature Page**  
**Adult Education /Title II Provider – Washington County**

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Witness

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Signature

Dawn M. Schoenenberger Director of  
Developmental Education and Adult Literacy  
Services - Washington County

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Date

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Witness

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Signature

Dr. Jim Klauber, President  
(Hagerstown Community College)

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Date



**Signature Page**  
**Department of Social Services – Washington County**

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Witness

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Signature

Michael Piercy, Director

Washington County Dept. of Social Services

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Date

Signature Page  
American Job Center

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Witness

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Signature  
Charles Hunt, Labor Exchange Administrator

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Date

**Signature Page**  
**Division of Rehabilitative Services**

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Witness

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Signature  
Sharon Plump, Regional Director

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Date

**Workforce Innovation and Opportunity Act (WIOA)  
America's Job Center, Western Maryland Workforce Area MOU Partners**

One-Stop Required Partner	State Level Partner	Local Partner Contact	Notes
Title I Adult, Dislocated Worker & Youth	MD Dept of Labor	Western Maryland Consortium Workforce Deb Gilbert, Director 33 W. Washington Street Hagerstown, MD 21740 Administrative Office <a href="mailto:dgilbert@westmdcon.org">dgilbert@westmdcon.org</a> 301-791-3164  & Western Maryland Workforce Development Board Amos McCoy, Chair ABC Cumberland Valley Chapter 530 North Locust Street Hagerstown, MD 21740 <a href="mailto:amos@abcvc.com">amos@abcvc.com</a> 301-739-1190	
Title I - American Native Indian		Council of Three Rivers American Indian Center, Inc. Stephaie Wiant 33 W. Washington Street Hagerstown, MD 21740 <a href="mailto:swiat@cotraic.org">swiat@cotraic.org</a> 800-8588083	
		Melanie Chapman, Director	

<p>Adult Education &amp; Literacy</p>	<p>MD Dept of Labor</p>	<p>Allegany College of Maryland 12401 Willowbrook Road Cumberland, MD 21502 <a href="mailto:mchapman@allegany.edu">mchapman@allegany.edu</a> 301-784-5446</p> <p>Kaitlyn Glotfelty Coordinator of Adult Basic Education &amp; Workforce Development 14 N 8<sup>th</sup> Street Oakland, MD 21550 <a href="mailto:kaitlyn.fike@garrettcollege.edu">kaitlyn.fike@garrettcollege.edu</a> Phone: (301)387-3087</p> <p>Dawn Schoenenberger, Director Adult Education &amp; Family Literacy Hagerstown Community College 11400 Robinwood Drive Hagerstown, MD 21741 <a href="mailto:dmschoenenberger@hagerstowncc.edu">dmschoenenberger@hagerstowncc.edu</a> 240-500-2304</p>
<p>Wagner-Peyser Veterans (JVSG) Trade Adjustment Assistant Act Unemployment Insurance Mirant Seasonal Farm Workers ROW/RESEA Senior Community Service Employment (SCEP) Re-integration -- Ex Offender</p>	<p>MD Dept. Labor</p>	<p>Charles Hunt Labor Exchange Administrator Division of Workforce Development and Adult Learning 14 North Potomac Street Hagerstown, MD 21740 <a href="mailto:Chares.hunt@maryland.gov">Chares.hunt@maryland.gov</a> 301-600-2193</p>
<p>Vocational Rehabilitation</p>	<p>Department of rehabilitation Service (DORS)</p>	<p>Sharon Plump, MD, CRC Regional Director   Region 1 Maryland State Department of Education Division of Rehabilitation Services</p>

		<p>16 West Washington Street  Hagerstown, MD 21740  <a href="mailto:Sharon.plump@maryland.gov">Sharon.plump@maryland.gov</a>  301-733-1341</p>	
<p>Temporary Aid for Needy Families  (TANF)</p>	<p>Maryland Department of  Human Resources</p>	<p>Bill Walker, Assistant Director  Allegany Co, Department of Social Services  1 Frederick Street  Cumberland, MD 21502  <a href="mailto:bill.walker@maryland.gov">bill.walker@maryland.gov</a>  301-784-7000</p> <p>Emily Bauer, Assistant Director  Garrett County department of Social Service  12578 Garrett Highway  Oakland, MD 21550  <a href="mailto:Emily.bauer@maryland.gov">Emily.bauer@maryland.gov</a>  301-533-3000</p> <p>Rosalind Martin, Assistant Director  Washington County Department of Social Services  Family Investment  122 N. Potomac Street  Hagerstown, MD 21740  <a href="mailto:Rosalind.martin@maryland.gov">Rosalind.martin@maryland.gov</a>  240-420-*2260</p>	
<p>Continuing Education and Workforce  Services</p>	<p>Allegany College</p>	<p>Jeff Kirk,  Dean of Continuing Education &amp; Workforce Development  Allegany College of Maryland  12401 Willowbrook Road  Cumberland, MD 21502  <a href="mailto:jkirk@allegany.edu">jkirk@allegany.edu</a>  301-784-5277</p>	

		<p>Julie Yoder  Dean of Continuing Education ad Workforce Development  Garrett College  687 Mosser Road  McHenry, MD 21541  <a href="mailto:Julie.Yoder@garrettcollege.edu">Julie.Yoder@garrettcollege.edu</a>  301-387-3770</p> <p>Theresa Shank  Dean of Continuing Education ad Workforce Development  Hagerstown, Community College  11400 Robinwood Drive  Hagerstown, MD 21742  <a href="mailto:tmshank@hagerstowncc.edu">tmshank@hagerstowncc.edu</a>  240-500-2476</p>	
<p>Community Services Block Grant</p>	<p>Community Action Council</p>	<p>Duane Yoder, President  Garrett Co. Community Action Center  104 E Center Street  Oakland, MD 215510  <a href="mailto:dyoder@garrettccac.org">dyoder@garrettccac.org</a>  301-334-9431</p> <p>Wendolyn Mckenzie, Director  Allegany County HRDC  125 Virginia Avenue  Cumberland, MD 21502  <a href="mailto:wmckenzie@alleganyhrdc.org">wmckenzie@alleganyhrdc.org</a>  301-783-1720</p>	







