

**Lower Shore Workforce Development Area**  
**Memorandum of Understanding**  
**2021 - 2023**

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 Centers in the Lower Shore Workforce Development Area (the “Local Area”). The Lower Shore Workforce Development Board (the “Local Board”) provides local oversight of workforce programming for the Local Area.

In accordance with Section 121 of Workforce Innovation and Opportunity Act (WIOA), the Lower Shore Workforce Development Board as the Local Board, with the agreement of the Chief Local Elected Official(s) (CLEO), has selected Tri-County Council for the Lower Eastern Shore of Maryland as the One-Stop Operator for the Lower Shore Workforce Development Area through December 31, 2021. The next competitive selection of a One-Stop Operator will occur on or before December 31, 2021.

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

- Lower Shore Workforce Development Board: WIOA Title I Adult, Dislocated Worker and Youth;
- The Maryland Department of Labor:
  - 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/Local Departments of Social Services: 42 USC 601, et seq, also known as Temporary Assistance for Needy Families;
- MAC, Inc (Title V of the Older Americans Act of 1965);
- Telamon Corporation (WIOA Title I Migrant and Seasonal Farmworker);
- SHORE UP! Inc. (Community Services Block Grant Act, 42 USC 9901, 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 July 1, 2021 and will terminate no later than June 30, 2023, 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 designates LSWA's Workforce 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 2021-04, WIOA Memoranda 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**

A. 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 physical location of the American Job Center is 31901 Tri-County Way, Salisbury MD 21804. The following partners are co-located in the center:

- Lower Shore Workforce Alliance
- Maryland Department of Labor
- Wor-Wic Community College, Adult Education Program
- Division of Rehabilitation Services
- Telamon Corporation
- Wicomico County Department of Social Services

Partners not co-located at the local American Job Center are available via email, phone, internet/website, and by referral.

To increase coordination of services, all partners will:

- Ensure distribution of the service matrix to be used as a reference guide for staff
- Create opportunities for cross-training of staff
- Participate in quarterly meetings of agency leadership

Services provided by partner agencies:

<b>WIOA Title II: Adult Education and Family Literacy Act</b>
<p><b><u>Adult Education of Worcester County Public Schools</u></b></p> <p>Worcester County Public Schools Adult Education Program provides adult education, literacy activities and employment programming to the adult learners of their community. Across the county, there are sites for both face-to-face and virtual formats. Classes are available for daytime and evening sessions. The following services are provided to adult learners:</p> <ul style="list-style-type: none"><li>• Intake, assessment and referral based on an individual student's needs and academic ability.</li><li>• Instruction through one or a combination of English as a Second Language, Adult Basic Education and Adult Secondary Education Classes.</li><li>• Workforce and career development services including: resume, cover letter, mock interviews, job fairs, Mobile AJC visits, Maryland Workforce Exchange and American Job Center referrals and visits.</li></ul>
<p><b><u>Adult Education, Somerset County Public Schools</u></b></p>

Somerset County Public Schools provides adult education services out of the Somerset County Technical High School. The following services are provided to all adult learners enrolled:

- Intake, comprehensive assessments and referrals based in an individual's needs and academic abilities.
- Instruction for all learners in Adult Basic Educational functioning levels 1 through 6. Instructional services for English as a Second language adult learners. Instruction is offered at multiple locations and is a combination of face to face instruction and virtual blended learning. Academic online self-paced educational programs are offered free of charge to students to use at their own pace outside of instructor coordinated learning.
- Workforce and career development services including pre-employment planning and preparation and goal planning for career development and post-secondary educational programs. Referrals to area employment services and agencies and guidance using the Maryland Workforce Exchange.

**Wor-Wic Community College**

Wor-Wic Community College's Adult Education Program provides adult education, literacy activities and employment programming to the adult learners of their community. The following services are provided to adult learners:

- Intake, assessment and referral based on an individual student's needs and academic ability.
- Hybrid instruction (virtual/online or in-person/online) is offered in the English as a Second Language, Adult Basic Education and Adult Secondary Education courses.
- The National External Diploma Program is an online self-paced portfolio-based program for eligible adults and out-of-school youth that obtain qualifying scores on the Adult Secondary Education literacy level. The requirement to obtain the Maryland High School diploma is to complete the portfolio that comprises of life skills and academic tasks.
- Access to college services (i.e. Office of Counseling and Disability Services, Career Services and Campus Food Pantry).
- Networking and collaboration with community partners to promote adult education course offerings to special populations (i.e. homeless, food insecure, returning citizens, at-risk youth, disabled individuals, seniors, persons in recovery and veterans).
- Workforce and career development services include: resume, cover letter, mock interviews, job fairs, Mobile AJC visits, Maryland Workforce Exchange and American Job Center referrals and visits.

**County Departments of Social Services**

Temporary Assistant for Needy Families

- Case management for recipients of Temporary Cash Assistance.

**Maryland Department of Labor**

**Trade Act of 1974, Title II, Chapter 2, as amended**

- Advise each worker who applies for unemployment insurance of all the benefits available under Trade and the procedures and deadlines for applying for such benefits
- Facilitate the early filing of petitions for any workers that are likely to be eligible for benefits under the Trade Act
- Advise each adversely affected worker to apply for training before, or at the same time, the worker applies for trade readjustment allowances
- Perform outreach to affected workers, intake of, and orientation for adversely affected workers and adversely affected incumbent workers covered by a certification
- Employment and case management services (To include: Trade application in the Maryland Workforce Exchange, individual employment plan, labor market information, follow up activities, bench marks, etc.)
- Rapid Response activities

### **WIOA Title III – Wagner Peyser**

#### *Job Applicant Services*

- Provide applicant services including job matching, referral to job openings, one on one job search and career exploration conferences and follow-up
- Supportive services including career assessment, labor market information, reemployment services, job search workshops, résumé builder
- résumé reviews, resource area which provides computers, copiers and fax machines, job search resource literature, federal bonding

#### *Online Services*

- The Maryland Workforce Exchange (MWE) is online available 24/7 for job/training services, and for business services. For job and training seekers, job openings, virtual recruiter, labor market information, training providers, occupational skills and interest assessments, and more. For businesses recruitment, labor market information, labor law information, equal employment opportunity information, government resources, and businesses incentives, labor relations and more.

#### *Business Services*

- Provide business services to include talent recruitment, networking activities, provision of labor market information, tax credit information, labor law information, pre-screening applicant skills, facilitating online testing of applicants, online advertising of recruitments, applicant interview space including full workstations
- Maryland Business Works which provides training funds to increase incumbent workers' productivity, upgrading skills, and creating opportunities for expanding businesses' existing workforce

- Talent acquisition of transitioning ex-offenders

*Unemployment Insurance Services*

- Provide basic instruction on how to apply for unemployment insurance online or by telephone for an initial claim. Job Seeker and business services are provided to unemployment insurance claimants.

*Partner Services*

- Ongoing partner cross training on the Maryland Workforce Exchange. Job Seeker and business services are provided to our partner customers. Partners are trained on MWE Activity History/Service Plan page to allow them to follow up on their customers' activity history and service plan with Maryland Labor.

**Title III – Migrant and Seasonal Farmworkers**

- Ensure that the services provided to Migrant Seasonal Farmworkers (MSFWs) are "qualitatively equivalent and quantitatively proportionate" to the services provided to other jobseekers. This means that MSFWs should receive all workforce development services, benefits and protections on an equitable and non-discriminatory basis (i.e. career guidance, testing, job development, training, and job referral). Ensuring equitable services for farmworkers. Managing the Employment Service (ES) and Employment-related Law Complaint System (Complaint System)
- Implementing and sustaining a Farmworker Outreach Program
- Providing Farmworkers notification of available ES services and workers' rights
- Facilitating the Agricultural Job Order Clearance Process
- Sustaining the Monitor Advocate System
- Collecting information about farmworker needs, characteristics, and concerns to improve the provision of services to farmworkers;
- Collaborating with a broad range of stakeholders, including community- and employer-based organizations;
- Ensuring that farmworkers are serviced equitably through the One-Stop Career Service Centers (American Job Centers);
- Producing annual service assessments and analyses to promote a better understanding of services to farmworkers and to highlight special efforts and accomplishments by states in serving them; and,
- Ensuring that all legal protections are afforded to farmworkers and that their complaints are promptly resolved.

**Veteran Services, U.S.C. Title 38, Code 41**

- Provide priority of service to veterans and eligible spouses which results in access to employment, training, and placement services at an earlier time or persons not eligible for priority of service.

- Local Employment Representatives conduct outreach to businesses to engage in advocacy with talent acquisition representatives to increase employment opportunities for veterans.
- The Disabled Veterans Outreach Program offers outreach to make veterans aware of services available, and case management services to facilitate veterans in finding employment and training.

#### **Division of Unemployment Insurance**

The Division of Unemployment Insurance will provide the following services: (1) 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; (2) training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process; (3) informational pamphlets regarding Unemployment Insurance; (4) coordinating Rapid Response services with the Dislocation Services Unit, when requested; and (5) access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements.

#### **Division of Rehabilitation Services**

The Maryland State Department of Education's Division of Rehabilitation Services (DORS), in accordance with 29 U.S.C. 721(a)(11) will provide the following services to **youth and adults** with disabilities:

- Provide intake, orientation, and assessments for disabled job-seekers;
- Promote employment of persons with disabilities;
- Based on a comprehensive assessment of an individual's disabilities, determine an individual's eligibility for services in accordance with the Division's Order of Selection criteria;
- Develop an Individualized Employment Plan;
- Provide guidance and counseling, physical restoration, and training to 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 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 Services Representatives;
- Work in a collaborative manner to coordinate services among the Workforce Partners for **youth and adults** with disabilities.

**Lower Shore Workforce Alliance**

**WIOA Title I – Adult and Dislocated Worker**

Provision of Adult and Dislocated Worker services described in WIOA Title I, Section 134 related to Local Employment and Training Activities, including, but not limited to:

- Eligibility determinations;
- Outreach, intake;
- Initial assessment of skill levels and supportive service needs;
- Referrals to and coordination of activities with other programs and services;
- Interview and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan,
- Training services may include
  - occupational skills training;
  - on-the-job training;
  - incumbent worker training;
  - programs that combine workplace training with related instruction;
  - training programs operated by the private sector;
  - skill upgrading and retraining;
  - entrepreneurial training;
  - transitional jobs;
  - job readiness training provided in combination with other training services;
  - adult education and literacy activities,
  - customized training contracts.

**WIOA Title I – Youth**

Implementation of Workforce Development Board goals related to youth programs meeting the requirements of WIOA Title I, Section 129.

**MAC, Inc., Area Agency On Aging**

Senior Community Service Employment Program

- Provide Employment and Training Programs for the older Most In Need job seeker
- Provide Outreach, Intake, and Orientation
- Provide Opportunities for eligible participants to learn, work, and serve others
- Provide Case Management and Supportive Services to participants in training programs
- Refer Participants to the WIOA system partners as appropriate

**SHORE UP! (Community Services Block Grant)**

All services are available to residents of Wicomico, Somerset, and Worcester counties, except where noted.

- Provide case management and related services for persons who are low-income or homeless
- Provide educational and employment training opportunities for participants
- Provide client referrals to workforce development partners as appropriate
- Accept client referrals from workforce development partners as appropriate
- Provide volunteer opportunities that give work experience and a stipend for low-income persons ages 55+ (Foster Grandparents)
- Provide job readiness training (Various projects)
- Provide job-search assistance (various projects)
- Provide ABE/GED preparation (various projects)
- Provide financial literacy training (various projects)
- Provide housing services including low-income housing (Somerset County only), Energy Assistance (for home-heating and electric bills), home weatherization, and housing rehabilitation
- Provide preparation and e-filing of tax returns at no cost to qualifying recipients
- Provide adult day care for persons with disabilities, ages 16+
- Provide residential services (In-home services such as light housekeeping, cooking, help with grooming and daily activities) for homebound individuals
- Provide comprehensive family development programs that include center-based options and home-based options, for children ages 0-5, and pregnant women (Head Start, Early Head Start, Wicomico Family Support Center, and Dorchester Family Support Center)
  - Center-based—children are cared for during the day
  - Home-based—case workers visit pregnant women and children ages 0-3 in their homes
  - Both options include child development and meeting children’s educational, social, medical and nutritional needs. Both options also include extensive case management to support healthy family functioning by providing supportive services.
- Provide transportation assistance to and from SHORE UP! projects and programs (various projects)
- Provide nutritional food for children and those with disabilities, in accordance with Child and Adult Care Food Program)

**Telamon Corporation (WIOA Title I - Migrant Seasonal Farmworkers)**

The Title I MSFW Program (WIOA Section 167) authorizes the National Farmworker Jobs Program, which is currently operated by Telamon Corporation. Telamon is a full-time partner at the American Job Center.

- Provides all WIOA Title I Basic Career Services, Individualized Career Services and Training Services as well as post-exit follow-up services to eligible Adult and Youth Migrant and Seasonal Farmworkers and/or dependents of eligible Migrant and Seasonal Farmworkers in a culturally and linguistically-sensitive client-centered approach.
- Outreaches throughout the negotiated service area to identify potentially eligible MSFW's or their dependents.
- Provides Business Services aligned with meeting the needs of WIOA Section 167
- Provides allowable related assistance including emergency assistance, English as a Second Language, and Workplace Safety Training to eligible Migrant and Seasonal Farmworkers and/or dependents of eligible Migrant and Seasonal Farmworkers.

**Wor-Wic Community College – Carl D. Perkins**

- Wor-Wic CC coordinates with the instruction supervisors each of the three county CTE high schools leading the Lower Easter Shore Local Area Council (LAC) for Perkins Carl D. grant. The LAC membership includes:
  - Wanda Ferguson (Lower Shore Workforce Alliance)
  - Robert Hendricks (Lower Shore Workforce Alliance)
  - Patricia Shreves (Maryland Department of Labor)
  - Alicia Dennis (Maryland Department of Labor)
- Wor-Wic employees, county CTE high faculty and LSWA participates on education and training stakeholders advisory committees
- Wor-Wic CC staff serve as Workforce Development Board members
- Lower Shore Workforce Alliance representatives are part of the Strategic Industry Partnership for two EARN grants held by Wor-Wic CC
- Wor-Wic CC offers WIOA supported college credit and non-credit courses and training

**Housing and Urban Development Authority – Continuing Education**

LSWA has verified in writing with the local Housing and Urban Development Authority (HUD) that the local HUD does not have any continuing education programs ongoing or planned for the near future.

- B. 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.

C. 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.

## **VI. Referral Arrangements**

The current method for referring individuals to appropriate partner agencies is primarily informal and delivered through the provision of information about programs. While some agencies have a structured process for referrals, there is not a uniform method used by all partners. The partners commit to continued efforts toward developing a formal referral process. Considerations include a paper form, collection process, tracking method and information sharing.

The development of the service matrix and commitment to regular structured staff cross training as described in Section V(A) will assist in the development of the referral process and strengthen partner abilities to recognize how an individual could benefit from a referral.

## **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.

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 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.

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

The current leases that individual agencies hold with the landlord for space within the Lower Shore American Job Center are not made part of this MOU.

**VIII. Dispute Resolution Process**

In the event that an impasse should arise between the Parties regarding terms and conditions, performance, modification, 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. The Local Board Chair (or designee) shall coordinate the dispute resolution process and ensure that the Policy is followed.

**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**

Modifications to this MOU shall be in writing and signed by each Party. In order to modify this MOU, the Parties agree to follow the process outlined in the Policy.

To initiate a modification, a Party requesting a modification must notify all other Parties of the requested modification in writing. Upon receipt of the required notice, the Local Board Chair shall ensure that any negotiations be resolved promptly. If the Parties cannot resolve the modification request in a manner acceptable to all parties the parties shall participate in the dispute resolution process pursuant to Section VIII of this MOU and as further described in the Policy.

## **XII. Termination**

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

- A. All Parties mutually agree to terminate this MOU prior to the end date.
- B. 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.
- C. WIOA is repealed or superseded by subsequent federal law.
- D. Local area designation is changed under WIOA.
- E. 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 2 C.F.R. Part 180.

**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**

To the extent permitted by Maryland law and 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 any obligation 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

#### **XXIV. 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.

MARYLAND DEPARTMENT OF LABOR  
James E. Rzepkowski, Assistant Secretary, Maryland  
Department of Labor

*Raguel Zury*  
\_\_\_\_\_  
Witness

*James E. Rzepkowski*  
\_\_\_\_\_  
Signature  
*8/31/21*  
\_\_\_\_\_  
Date

Approved for legal sufficiency

*Debra Guffert*

Assistant Attorney General  
Maryland Department of Labor

