

# **Memorandum of Understanding for Local Workforce Area 17 Workforce Development System**

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. Management of the local workforce development system is to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

The Ohio Department of Job & Family Services (ODJFS), through the Office of Workforce Development (OWD), is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio's workforce development systems.

This MOU documents the roles, responsibilities, and funding commitments the parties negotiated and mutually agreed upon for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties understand that this MOU is not a legally enforceable agreement.

The **Workforce Development Board, Inc.**, which is the local workforce development board (LWDB), the **Executive Council**, which are the local workforce area Chief Elected Officials (CEOs), **Mahoning and Columbiana Training Association**, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as "partners") enter into this Memorandum of Understanding (MOU).

## **Required Partners – Per WIOA Section 121(b)(1)(B)**

**WIOA Title I Adult and Dislocated Worker (Section 131)**  
**Mahoning and Columbiana Training Association**

**WIOA Title I Youth (Section 126)**  
**Mahoning and Columbiana Training Association**

**WIOA Title III Wagner-Peyser Act (29 USC 49)**  
**Ohio Department of Job and Family Services**

**Jobs for Veterans Act (38 USC 41)**  
**Disabled Veterans' Outreach Program (DVOP) and Local Veterans' Employment Representatives (LVER)**  
**Ohio Department of Job and Family Services**

**Trade Act Title II, Chapter 2**  
**Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)**  
**Ohio Department of Job and Family Services**

**Unemployment Insurance (UI) (5 USC 85)**  
**Ohio Department of Job and Family Services**

**WIOA Title II Adult Education and Literacy (Section 206)**  
**Eastern Gateway Community College Aspire Program**

**Rehabilitation Act, Title I (29 USC 720 et seq)**  
**Vocational Rehabilitation**  
**Opportunities for Ohioans with Disabilities**

Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)  
Postsecondary Vocational Education  
Choffin Career and Technical Center  
Columbiana County Career and Technical Center  
Eastern Gateway Community College  
Mahoning County Career and Technical Center

Older Americans Act Title V (42 USC 3056)  
Senior Community Service Employment Program (SCSEP)  
Vantage Aging

Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C) )  
Temporary Assistance to Needy Families (TANF)  
Columbiana County Department of Job and Family Services  
Mahoning County Department of Job and Family Services

Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)  
Program does not exist in this area

Department of Housing and Urban Development (HUD) – Employment and Training Programs  
Youngstown Metropolitan Housing Authority

WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)  
Program does not exist in this area

WIOA Title I Native American Programs (Section 166)  
Program does not exist in this area

Second Chance Act Programs (42 USC 17532)  
Program does not exist in this area

WIOA Title I Job Corps (Section 141)  
Program not required in Area 17 but included as an Additional Partner

WIOA Title I Youthbuild (Section 171)  
Program does not exist in this area

#### **Additional Partners – WIOA Section 121(b)(2)**

Urban Poverty to SocioEconomic Self-Sufficiency Program  
Academy for Urban Scholars (AUS)/National Center for Urban Solutions (NCUS Tec)

Ohio Department of Developmental Disabilities  
Office of Provider Standards and Review  
Columbiana County Board of Developmental Disabilities

ORC Section 3312.843 and ORC Section 3313.84  
Columbiana County Educational Service Center  
Educational Service Center of Eastern Ohio

ORC Section 307.64 and ORC Chapter 4582  
Columbiana County Economic Development Consortium

Non-Profit Comprehensive Behavioral Health Organization  
The Counseling Center

Community Action Program (CAP) through the Economic Opportunity Act of 1964  
Community Action Agency of Columbiana County

Commission on Accreditation for Corrections, American Correctional Association  
Community Corrections Association  
Eastern Ohio Corrections Center



The Commission on Accreditation of Rehabilitation Facilities  
Compass Family and Community Services

U.S. Department of Labor TechHire Partnership Initiative Grant  
Flying High, Inc.

Job Corps Operations, Outreach and Admissions and Career Transition Services  
Cleveland Job Corps Center (Serrato Corporation)

501 (c) (3) Employment and Training Goodwill Programs  
Youngstown Area Goodwill Industries, Inc.

Division of Workforce Education and Innovation  
Youngstown State University

## Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the LWDB and the CEOs to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in a LWA.
- C. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner's program. Services are listed and defined in Attachment A to this MOU.
- D. **Chief Elected Officials:** When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner's proportionate share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
- Displaced homemakers.
  - Low-income individuals.
  - Indians, Alaska Natives, Native Hawaiians.
  - Individuals with disabilities (including youth).

- Older individuals.
  - Ex-offenders.
  - Homeless individuals.
  - Youth that are in, or have aged out of, the foster care system.
  - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
  - Eligible migrant and seasonal farmworkers.
  - Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
  - Single parents—including single pregnant women.
  - Long-term unemployed individuals.
- J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka "One-Stop") centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.
- K. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- L. **Local Workforce Development Board (LWDB):** The board appointed by a LWA's CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the CEO(s) and in collaboration with required and additional partners.
- M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.
- N. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor's logo with the tagline "a proud partner of the American Job Center network".
- O. **OhioMeansJobs Center:** Referred to in WIOA as "One-Stop" centers, it is the term used collectively under the Ohio workforce system brand, "OhioMeansJobs" for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.
- P. **OhioMeansJobs Center Operator:** One or more entities competitively selected in accordance with WIOA Section 121(d) to operate an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- Q. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner's program receives from participation in the local workforce development system.
- R. **Required Partner:** An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.



- S. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- T. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- U. **Specialized Center:** A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.
- V. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.
- W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education, and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

## Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes **Mahoning and Columbiana Counties**, **one** Comprehensive OhioMeansJobs center(s), **one** Affiliate center, and **one** Specialized center as identified in the table below.

Local Workforce Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	OhioMeansJobs Columbiana County	7989 Dickey Drive, Suite 4 Lisbon, OH 44432	Columbiana	8:00 am – 4:00 pm
2.	OhioMeansJobs Mahoning County	127 Boardman-Canfield Road, Boardman, OH 44512	Mahoning	8:00 am – 4:30 pm
3.	OhioMeansJobs Mahoning County	345 Oak Hill Avenue Youngstown, OH. 44502	Mahoning	TBD

### B. Administrative Structure

1. Chief Elected Officials (CEOs): **Columbiana County Board of Commissioners, 105 South Market Street, Lisbon, OH 44432; Mahoning County Board of Commissioners, 21 W. Boardman Street, Youngstown, OH 44503. Upon execution of the MOU, the Workforce Development Board, Inc. Director has been delegated the authority to act on behalf of the Chief Elected Officials for WIOA/One-Stop matters.** The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and



are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).

2. Local Workforce Development LWDB (LWDB): **Workforce Development Board, Inc., of Mahoning and Columbiana Counties, 20 W. Federal Street, Suite 604, Youngstown, OH 44503.** The Board is responsible for oversight and operation of the local workforce development system, which includes, (with the agreement of the CEOs) the development of the local plan and the selection of OhioMeansJobs center operators.
3. Fiscal Agent: **Mahoning and Columbiana Training Association, 20 W. Federal St., Suite 604, Youngstown, OH 44503.** For purposes of this MOU, the Fiscal Agent is the party responsible for tracking shared local workforce development system costs, collection of partner(s) financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing, and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
4. Comprehensive OhioMeansJobs Center Operator(s): **Mahoning and Columbiana Training Association; Center Location Code 1;** provides guidance and coordinates the service delivery of local partners to ensure positive outcomes for customers.
5. Affiliate OhioMeansJobs Center Operator: **Mahoning and Columbiana Training Association; Center Location Code 2,** for partner programs accessible from this site, refer to pages 1 through 3, Mahoning County required and additional partners.
6. Specialized OhioMeansJobs Center Operator: **Mahoning and Columbiana Training Association; Center Location Code 3.** All partner programs are accessible from this site which is located at the site of Mahoning County Department of Job and Family Services. Youth and many Youngstown City residents are served at this site.

## **Article II: Agreement Period**

- A. This MOU will be in effect from **July 1, 2022, until June 30, 2023**, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2023.

## **Article III: Partner Responsibilities**

WIOA identifies the following minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

- A. Provide access to partner programs and activities through the local workforce development system.
- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and enter into renewal MOUs for as long as participating as a partner in the local workforce development system.



- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail.
- I. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
- J. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

#### **Article IV: Coordination of Programs, Services, & Activities**

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

- A. **Shared Service Delivery**– Services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU. Both Attachments A and B are hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.
- B. **Accessibility** – The partners will implement the strategies described in Attachment A to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.



## Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, between the OhioMeansJobs center operator(s) and partner programs will be made as follows:

- A. **Partner staff will be cross-trained on partner programs in the referral process. Referrals will be made using direct linkage through technology to a program staff member who can provide meaningful assistance to customers. The operator will generate monthly reports to initiate follow-up with partners. Resulting actions will be documented.**

## Article VI: Cost Sharing/Infrastructure Funding

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to the allocation methods that will be used to determine each partner's proportionate share of costs. Partner costs are detailed and calculated in the County Finance Information System (CFIS). A copy of the Budget, (CFIS Report CT-611), is included as Attachment C to this MOU and hereby incorporated.

- A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent	Lease of office space	Functional facility for customer interaction
Utilities	Gas, Water, Electric	Functional facility for customer interaction
Maintenance	Janitorial and equipment maintenance and repair	Functional facility for customer interaction
Equipment	Computers, copiers, fax machines, audio-visual equipment	Functional facility for customer interaction
Supplies	Paper, toner, media, furniture, etc.	Customer use and facilitation of services
Communication	Telephones	Customer communication
Assessment Software/System	One-Flow and CFIS electronic customer tracking	Tracking and sharing of customer information and services
Website Maintenance	Facilitate outreach and registration	Recruitment
Tools/Software to support accessibility	ZoomText, JAWS, videophone, TTY, and Screenshot	Physical and programmatic access for ADA compliance
Assistive Technology for individuals with disabilities	Communication devices, adaptive computer stations, and equipment, site access devices	Physical and programmatic access for ADA compliance.



2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners
N/A		

#### B. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.
2. The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within 15 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute.
6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

**C. State Infrastructure Funding Mechanism**

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.
2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.
3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

- D. Budget** – as state, CFIS Report CT-611, included as Attachment C, captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Cost allocation and reconciliation will be calculated and documented in the Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

**Article VII: Termination/Separation**

- A. MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed; or
3. LWA designations are changed.

- B. Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:

1. LWDB will provide written notice to all remaining partners and to OWD Grants Management.
2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
3. The LWDB will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document.
4. All parties must agree to the revised budget or reconvene to negotiate a new budget within 60 days of the date notice was received from the separating partner.

**C. Effect of Termination**

1. **Required Partners** – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:



- a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
  - b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
  - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
  - d. Must be reported to OWD Grants Management and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
  - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
  - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
  - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

### **Article VIII: Amendment**

- A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
  1. The addition or removal of a partner from this MOU.
  2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
  3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
  4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
  1. The party seeking an amendment will submit a written request to the LWDB that includes:

- a. The requesting party's name.
  - b. The reason(s) for the amendment request.
  - c. Each Article and Section of this MOU that will require revision.
  - d. The desired date for the amendment to be effective.
  - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
  3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
  4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
  5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
  6. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

### **Article IX: Confidentiality**

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

- A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-



sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.

- B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.
- C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:
  - 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
  - 2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:
    - a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data;
    - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
    - c. Lists the requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
  - 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
  - 4. Segregating each partner program's confidential data from other data.
  - 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
  - 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
  - 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
  - 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
  - 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.

- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
  2. The Privacy Act (5 USC 552a).
  3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
  4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
  5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
  6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
  7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
  8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
  9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
  10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
  11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
  12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
  13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
  14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
  15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
  16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.



- F. The LWDB or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

### **Article X: Dispute Resolution**

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
1. **A written document detailing the impasse will be submitted to the OhioMeansJobs center operator. The Operator, in consultation with the Area 17 Workforce Development Board Director, will attempt to resolve the issue.**
  2. **If the impasse is not resolved, the Executive Committee of the Workforce Development Board will appoint a special committee to review and attempt resolution of the impasse with participation of partner's Chief Executive Officer or his/her designee.**
  3. **In the event an agreement cannot be reached, the WDB Director will meet the local elected official(s) and/or partner(s) and/or Operator, based on the nature of the impasse to resolve the issue and will make a recommendation within the thirty (30) working days of receiving the dispute. The entire process should be completed within ninety (90) days.**
- B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that LWDB and partners have failed to execute an MOU.

### **Article XI: Safety and Security**

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;
- Implementation of Responsible Protocols for Getting Ohio Back to Work posted by the Ohio Department of Health to minimize staff and customer risk of exposure to COVID-19, which includes: Requiring face coverings for staff and recommending them for customers; conducting daily self-assessments for symptoms; encouraging good hygiene and hand-washing; cleaning and sanitizing workspaces; and limiting capacity.



- Maintenance of insurance against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent of actual replacement value through responsible insurance carriers licensed to do business in Ohio.
  - Maintenance of a good state of repair at each OhioMeansJobs center, including, but not limited to: exterior walls; roof; structural portions of the building; windows and sashes; entrance doors; fire escapes; restrooms; sprinkler systems and controls; heating, ventilation, and air conditioning systems; inside stairways and elevators; electrical and plumbing facilities; desks/cubicles and chairs; and custodial services.
  - Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
  - Routine fire and tornado drills.
  - Installation of locks on the doors of offices assigned to staff members, who will each be provided a key for each lock. LWDBs and/or OhioMeansJobs center operator(s) will further ensure that no additional copies of the keys will be kept by local staff members to ensure the protection of any confidential data that may be maintained by partner staff members.
  - Maintenance of heating and air conditioning.
  - Maintenance of hot and cold running water and provide safe drinking water.
  - Maintenance of proper lighting at all workstations and in all offices.
  - Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
  - Timely removal of snow and ice from sidewalks and parking areas on or adjacent to OhioMeansJobs centers.
- C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.
- E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

## **Article XII: Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

## **Article XIII: General Provisions**

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.



- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**
1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
  3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
- H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st

Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.

- b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- J. **Qualifications to Conduct Business** – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

#### **Article XIV: Partial Invalidity**

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

#### **Article XV: Counterpart**

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature page follows  
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