

Memorandum of Understanding (Guidance) for Local Area _____ Workforce Development System

ODJFS has created a WIOA MOU template to provide local workforce development areas with something that meets the requirements of WIOA Section 121. The purpose of this template guide is to explain each provision and provide tips on how the template may be modified to more accurately reflect local needs.

The [Board Name], which is the local area workforce development board (Board), [CEO titles], which are the Local Area Chief Elected Officials (CEOs), [Fiscal Agent Name], 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).

For purposes of the MOU, the Board and partners may designate an entity to track and reconcile costs under the MOU, keep the Budget document updated, and coordinate accounting for the MOU. If such an entity is chosen, replace references to “fiscal agent” throughout the document to the name of the entity.

All parties agree that the purpose of this MOU is to document the roles, responsibilities, and funding commitments the parties have negotiated and mutually agreed upon for the operation and funding of the local area workforce development system and the OhioMeansJobs center(s) in Local Area ____ (Area). All parties understand that this MOU is not a legally enforceable agreement.

Required Partners – Per WIOA Section 121(b)(1)(B) *Delete any entries for programs that do not have a presence in the local area. Add lines if more than one entity is administering a required partner program in the area (such as three CDJFS agencies administering TANF), list the names of all three agencies.*

It is important to note that WIOA regulations (20 CFR 678.415) clarifies that the partner entity is the grant recipient or the entity responsible for the administration of funds in a local area. A service provider working as a contractor or subrecipient of that entity cannot fulfill the role of a local partner.

WIOA Title I Adult and Dislocated Worker (Section 131)

[Partner Name]

WIOA Title I Youth (Section 126)

[Partner Name]

WIOA Title III Wagner-Peyser Act (29 USC 49)

[Partner Name]

Jobs for Veterans Act (38 USC 41)

Disabled Veterans’ Outreach Program (DVOP) and Local Veterans’ Employment Representatives (LVER)

[Partner Name]

Trade Act Title II, Chapter 2

Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)

[Partner Name]

Unemployment Insurance (UI) (5 USC 85)

[Partner Name]

WIOA Title II Adult Education and Literacy (Section 206)

[Partner Name]

Rehabilitation Act, Title I (29 USC 720 et seq)

Vocational Rehabilitation

[Partner Name]

Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Postsecondary Vocational Education

[Partner Name]

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

[Partner Name]

Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C))
Temporary Assistance to Needy Families (TANF)

[Partner Name]

Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)

[Partner Name]

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

[Partner Name]

WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)

[Partner Name]

WIOA Title I Native American Programs (Section 166)

[Partner Name]

Second Chance Act Programs (42 USC 17532)

[Partner Name]

WIOA Title I Job Corps (Section 141)

[Partner Name]

WIOA Title I Youthbuild (Section 171)

[Partner Name]

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

[Partner Program Name]

[Partner Name]

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the Board and the CEOs to be included as a partner in the local area 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 the local area.
- C. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner’s program. Services are listed in Article IV of this MOU and defined in Attachment A.
- D. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area.

- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs which 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 in order to determine each partner’s fair share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- I. **Governor’s Executive Workforce Board:** The state workforce development board appointed by the Governor pursuant to WIOA Section 101.
- J. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
 - 1. Displaced homemakers.
 - 2. Low-income individuals.
 - 3. Indians, Alaska Natives, Native Hawaiians.
 - 4. Individuals with disabilities (including youth).
 - 5. Older individuals.
 - 6. Ex-offenders.
 - 7. Homeless individuals.
 - 8. Youth that are in, or have aged out of, the foster care system.
 - 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 - 10. Eligible migrant and seasonal farmworkers.
 - 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 - 12. Single parents—including single pregnant women.
 - 13. Long-term unemployed individuals.
- K. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a local area and partners. Infrastructure costs

include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.

- L. **Local 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.
- M. **Local WIOA Plan:** The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan to achieve performance goals.
- N. **Local Workforce Development Board (Board):** The board appointed by a local area’s chief elected officials to be certified by the Governor or designee per WIOA Section 107. The Board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners.
- O. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- P. **Ohio Governor’s Office of Workforce Transformation (OWT):** Created by the Ohio Governor under Executive Order 2012-02K to coordinate and align workforce policies, programs and resources across state government to improve effectiveness, efficiency, and accountability.
- Q. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier. Per WIOA Section 121(e)(4), 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”.
- R. **OhioMeansJobs Center:** Referred to in 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 local area and make WIOA programs, services, and activities available to job seekers and employers.
- S. **OhioMeansJobs Center Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center and to perform OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- T. **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.
- U. **Regional Planning/Regional Plan:** Collaboration among the local workforce development boards and chief elected officials of a planning region as described in WIOA Section 106(a)(2) to develop a plan that describes cooperative service delivery strategies, industry sector initiatives, collection and analysis of labor market data, pooling of administrative funds, coordination with economic development agencies, and the execution of an agreement for regional performance accountability.

- V. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner’s program available through the local workforce development system.
- W. **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.
- X. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- Y. **Specialized Center:** A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.
- Z. **State Workforce Development Board:** The Governor’s Executive Workforce Board established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio’s workforce development system.
- AA. **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 local workforce development board and required partners in a local area. The method is described in Article VI of this MOU.
- BB. **State WIOA Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- CC. **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.
- DD. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to 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 [County Names], [#] Comprehensive OhioMeansJobs center(s), [#] Affiliate center, and [#] Specialized centers as identified in the table below.

Sites formerly referred to as “level 1” centers are now being referred to as “affiliate” centers and previous “level 2” centers are now “comprehensive” centers to be consistent with WIOA terminology.

Be sure to list all centers in the local area. Add or delete rows as needed.

Local Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	(Comprehensive center)			
3.	(Affiliate center)			
4.	(Specialized center)			

B. Administrative Structure

1. State Workforce Development Agency: The Ohio Department of Job & Family Services (ODJFS), Office of Workforce Development (OWD), 4020 East 5th Avenue, Columbus, Ohio 43219. OWD Grants Administration, in collaboration with the Ohio Governor's Office of Workforce Transformation, has responsibility for the administration and oversight of Ohio's workforce development system at the state and local levels.
2. Chief Elected Officials (CEOs): [Titles, Business Address—Specify if one has been delegated authority to act on behalf of others for WIOA/One-Stop matters] Responsible for the selection of the Board members, the development of by-laws for Board structure and operations, and general oversight of the Board activities.
3. Local Workforce Development Board (Board): [Name, Address] Responsible for oversight and operation of the local workforce development system, which includes, with the agreement of the CEOs, development of the local plan and the selection of OhioMeansJobs center operators.
4. Fiscal Agent: [Entity Name, Address] For purposes of this MOU, the Fiscal Agent is the party responsible for tracking shared local workforce development system costs, collection of partners' 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.

As mentioned on page 1, the parties can negotiate to designate an individual or organization to fulfill this role. The purpose is to identify one party that will be responsible for budget and accounting functions for the MOU, which includes reconciliation and ensuring that all parties receive updated budget documents for their quarterly reports. Any such entity should be referred to by the entity's name and not by "fiscal agent".

5. Comprehensive OhioMeansJobs Center Operator: [Operating Entity Name] [Location Code] [Brief description of general operator role and responsibilities]

Identify whether the operator manages all centers in the local area, just the comprehensive center(s), or just one center. If the local area has more than one comprehensive center and each has a different operator, add paragraphs as needed to identify each operator.

Complete 6 and 7 below only if the operator at the affiliate or specialized centers is a different entity than the operator of the comprehensive center(s). Add a line for each additional affiliate or specialized center if operated by different entities. If there is only one operator for all centers, delete 6 and 7 and edit 5 to identify all centers.

6. Affiliate OhioMeansJobs Center Operator: [Operating Entity Name] [Location Code] [Programs that operate at the site].
7. Specialized OhioMeansJobs Center Operator: [Operating Entity Name] [Location Code] [Program(s) that operate at the site and the population served]

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2017, until June 30, 20 __, unless an extension is granted per Section B of this Article.

Starting with SFY 2018, the MOU may be executed for a two-year period consistent with the state fiscal biennial period.

- B. This MOU will be renewed at the end of the MOU period identified in Section A, 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, 20__**.

Article III: Partner Responsibilities

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

These are the responsibilities for required partners listed in WIOA Section 121(b). WIOA paragraph 3 includes the requirement for partners under WIOA Section 134(c)(1)(B) to provide career services through the local workforce development system.

1. Provide access to partner programs and activities through the local workforce development system.
2. 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.
3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
4. 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.

- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, the partners will:

These include other responsibilities for partners under WIOA and the proposed regulations. Also included are responsibilities to ensure cooperation with the Board and compliance with OhioMeansJobs Center policies.

Any other responsibilities may be added as needed and agreed upon by the partners.

1. Collaborate with the Board 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.
2. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
3. Following procedures identified in the State, Local, and Regional Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination.

The procedures may be described here or the applicable sections of the State, Local, and Regional Plans may be incorporated by reference to this MOU, which means that they are part of the MOU, but do not have to be included as an attachment. This section should provide a link to where the plans are posted or describe how the plans will be shared with the partners.

4. Notification to the Board 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 Board 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.

A process and timeframe for notification may be described here.

5. Compliance with OhioMeansJobs center policies and procedures by staff members who work at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies; the partner's policies will prevail.

In the WIOA final rules, it is explained that the Board and operator are supposed to develop policies for the OhioMeansJobs centers in collaboration with the partners to make sure no policies conflict with state policies. For areas that have yet to procure an operator or are mid-procurement, this is a good time to initiate the coordination of policies.

Policies may be incorporated by reference, which, as stated in the note to Item 3 makes them part of the MOU without attaching them. A description of how the policies will be shared with the partners' staff or how the staff will be informed of the policies may be included here. An example would be posting the policies online with an online review form for staff to complete to show that they've read it. A provision for partner orientation or training may be added here as well.

In the past, some local areas have physically attached policies to the MOU. However, attaching it to the MOU doesn't ensure that the partners' staff members providing services through the local workforce development system receive the information. Too many attachments can make the MOU cumbersome and important information may be overlooked.

To ensure that local workforce development board members, partners, and staff members working in the OhioMeansJobs centers are effectively trained on policies and procedures, it may be better to communicate the information through other means, such as a training or orientation event, a webinar, or an online course with references such as desk aids, handbooks, or a website that staff can access for a refresher when needed. If using any of these options, a description should be included in the MOU.

6. Cooperation with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
7. Participation and cooperation 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.
8. Cooperation with regional planning and implementation of regional service delivery strategies.

Article IV: Coordination of Programs, Services, & Activities

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The 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.

The Department of Labor noted in the proposed regulations that the "One-Stop Comprehensive Financial Technical Assistance Guide, Part I" (TAG) http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf, created under WIA is

still a useful resource that will help with decisions on sharing services and costs under this MOU. It is recommended that those who are new to the MOU should review this guide.

Sample workflow diagrams are posted on our website: <http://jfs.ohio.gov/owd/OneStops/owd-one-stops-mou-home.stm> . Local boards and partners are encouraged to review existing workflow diagrams with their staff prior to negotiations and get feedback on ways to improve.

A. Coordination of Services –

For Section A, describe how partners will coordinate service delivery. This includes all services the partners will deliver through the local OhioMeansJobs centers and the local system, not just the services that are shared.

This is where partners negotiate coordination of basic services, such as intake, outreach, registration in OhioMeansJobs, orientation, skills assessments, etc. This will help determine which services the partners will share, which will be provided by operator staff (or a contractor?), and the services that each partner will provide solely for its own program.

Each partner should enter negotiations with an idea of the services staff will provide in the OhioMeansJobs centers, the services that they want to make available through other means (e.g., live chat, call center, etc.), the number of staff that will work in the centers, and a good estimate of how much time is spent/needed to serve their customers in a typical day or week. Partners must ensure that their program participants are being served first.

Partners should also be familiar with the confidentiality rules for their program participant information and keep them in mind when negotiating shared services. Confidentiality is discussed more in Article IX, but in general, participant data for one partner program cannot be accessed by another partner program’s staff member unless the staff member is authorized to receive it in accordance with the applicable confidentiality rules.

The Technical Assistance Guide (TAG) recommends that the parties should identify the services/functions provided through the local workforce development system as a first step, then identify which of those services will be shared among the partners. The parties should then determine the number of staff needed to adequately provide each service and the number of hours per day and/or per week that each service must be available at each center. Below is a sample table from the TAG Case Studies that show staffing needs for shared services.

Staff Function	Number of Positions	Hours per Week	Hours per Year to Staff Function
Center receptionist	1	55	2860
Resource center staff	1.5	82.5	4,290
Case managers	8	440	22,880
Intake & eligibility determination staff	4	220	11,440
Total	14.5 FTE	797.5	41,470

1.

B. Shared Service Delivery– The parties agree that services will be shared among the partners as described below. The parties further agree that any staff assigned to provide a service will possess the skills and qualifications needed to sufficiently perform the functions involved in the delivery of the service.

With the staffing needs identified, the parties may now negotiate the appropriate methods to measure the benefit each partner program receives from the shared staffing functions and calculate each partner's proportionate share of staff and staff time.

This section should list and describe each service that will be shared and identify the partner, partner staff, days of the week and hours per day that each partner will contribute. The services should be listed in a way that makes it clear to anyone who reads the MOU, the services the partners have agreed to share and how those services will be shared. A schedule may be attached as a reference for partner staff.

This section should also describe a method or process to determine how service delivery will be coordinated for individuals who are eligible for more than one partner program. (e.g., how partners will coordinate use of comprehensive assessments, development of individual employment plans, support services, counseling, follow-up, etc.). This includes a description of how the partners will ensure that participants are not exited until all services are received under each program, and how the partners will count co-enrolled participants with respect to performance reporting. It is important that a process is negotiated and described in the MOU to ensure that participants are receiving all of the services for which they are eligible, that partners are making the most of available resources, and that performance is accurately and fairly measured.

If any shared services will be provided by one or more partners as a way to cover their proportionate share of costs, please note that it is the cost of the service being provided and not the cost of the partners' staff salaries that should be calculated. Negotiations should include identification of the most appropriate job classification for each service or function and those classifications should be listed here for each position. Classification and rates of pay for each region in Ohio can be found at: <http://ohiolmi.com/oes/oes.htm>.

- C. **Accessibility** – The partners will implement the strategies described below 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:

For Section C, above, identify strategies to ensure accessibility. Include a description of technology and materials and how access to both will be provided.

1.

- D. **Absences** – Each partner will ensure that staff functions are covered in the event of leave by [describe actions/process to cover absences].

This can include an agreement to require staff to provide notice within a certain timeframe. It can be a general statement that each partner will be responsible for covering absences of its own staff or it can go into specifics such as requiring staff to provide notice of planned absences within a certain timeframe and what to do for emergencies or call-offs with no notice of leave for extended periods.

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 will be made and documented as follows:

Describe the referral processes and methods. Identify any common forms or systems used and describe how they are incorporated into the process. A flow chart or process map can be pasted here or included as an attachment to support the description.

Describe how referrals will be tracked across partner programs. Collecting information about the referrals that are actually being made throughout the year and how those referrals are being made will help find ways to improve the referral process over time.

A.

Article VI: Cost Sharing

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Costs are detailed and calculated in the Budget, which is Attachment D to this MOU and hereby incorporated.

As mentioned in Article IV, the information in Part I of the TAG can help local boards and partners through the steps to negotiate shared services and costs. The sections in this Article are consistent with the steps listed in the TAG. It is highly recommended that all parties review the TAG prior to negotiations.

Costs listed in the MOU are only those costs that will be shared by the partners and funded with cash or other resources.

To help have a better understanding of the MOU cost allocation process, the steps from the TAG are listed below. Keep in mind that the process may vary among the local areas.

- Identification of all costs associated with operation of and service delivery through the local workforce development system and OhioMeansJobs Centers
- Determine which costs are beneficial to multiple partners
- Develop a benefits statement of how those costs are beneficial to multiple partners
- Assign dollar values and develop a preliminary budget
- Determine if costs are allowable under WIOA, Uniform Guidance, and partner programs' authorizing statutes
- Negotiate the most appropriate methods to determine partners' proportionate shares
- Negotiate the most appropriate cost allocation base
- Calculate each partner's proportionate share of costs using the agreed upon methods
- Allocate costs to partners

Each partner program receiving a benefit from a cost must pay its proportionate share of that cost. If a cost is unallowable under a partner program's authorizing statute, that partner must find a non-federal funding source to pay its proportionate share.

No partner can be required to pay a share of costs that do not benefit that partner's program.

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.

WIOA Section 121 breaks costs into two major categories: Infrastructure and Additional Costs. Infrastructure costs are nonpersonnel costs incurred in the operation of the OhioMeansJobs Centers.

Additional costs are all other costs not included in the WIOA definition of infrastructure costs, but incurred in the administration of or delivery of services through the local workforce development system.

The infrastructure cost categories are broadly listed to cover all costs identified as “infrastructure costs” in WIOA Section 121(h)(D)(4). The additional costs table includes example cost items since these will vary from one local area to another.

The description of benefit to partners is optional and may be deleted if the parties agree that the benefits of all cost items are self-explanatory. A column may also be added to note any cost items that are not beneficial to one or more partners.

- 1. Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

May include costs for planning and outreach activities for the OhioMeansJobs center(s).

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent		Space to make services available.
Utilities		
Maintenance		
Equipment		
Supplies		
Communication		
Assessment Software/System		
Website Maintenance		
Tools/Software to support accessibility		
Assistive Technology for individuals with disabilities		

- 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).

A couple of examples of additional costs include personnel costs and costs of basic career services not included among those shared in Article IV, such as: initial intake, needs or skills assessments, identification of appropriate services, referrals, and other similar services or software or tools for service delivery; personnel costs for OhioMeansJobs center or local workforce development board staff, partner staff training or cross-training, etc.

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners
OhioMeansJobs Center Operator Management/Personnel	OhioMeansJobs center director, receptionist	
Training/Cross Training Partner Staff	Training program staff on data security, cross-training partner staff on eligibility requirements.	

- B. Cost Allocation** –The parties agree that Cost Allocation Summary table below accurately identifies the cost allocation basis and methods to calculate partners’ proportionate shares of costs determined through negotiations.

Identify and briefly describe the allocation basis used to determine partners’ proportionate shares and the method used to allocate costs for each cost pool. The TAG contains examples and case studies of different allocation bases and methods.

Cost Allocation Summary			
Cost Pool	Cost Items	Allocation Base/Method	Partner Funding Resource
Facilities	Rent, utilities, maintenance, accessibility		
Equipment/Supplies	Printer/copier maintenance, paper, toner, office supplies		
Communication/Technology	Telephone lines, internet access, website maintenance, online tools, OhioMeansJobs, reporting tools, accessibility software/tools.		
Resource Room	Shared equipment, displays, computers, etc..		
OhioMeansJobs Center Management/Personnel	Salary and benefit costs for OhioMeansJobs center director, receptionist, and other staff that serve all partner programs.		
Service Delivery	Tools or software used by universal and/or participants of multiple partner programs, salary and benefits for non-partner/non-center staff (contractors) providing career services for multiple partners, training/cross-training for program staff, customized employment specialists, etc.		
Additional/Miscellaneous			

C. 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.

The reconciliation process described below may be modified or replaced as agreed upon by the local board and partners. Federal Uniform Guidance requires reconciliation on at least a quarterly basis.

Any information/documentation needed from the partners for reconciliation should be identified here and include an agreed-upon time limit for receipt of that information.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent will compare budgeted costs to actuals and will apply the allocation methods described in Section B, above, to determine the actual costs allocable to each partner.

2. The Fiscal Agent will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent will submit the invoices to the partners and send a copy of the updated budget to all parties no later than ___ days after the end of each quarter. The partners understand that the timeliness of the Fiscal Agent's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent the necessary cost information. For partners that advance funds to the local area, 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 no later than ___ days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
If an entity other than the local fiscal agent has been selected to handle accounting functions for the MOU, language should be added here to clarify that the entity will receive funds from the local fiscal agent and will disburse to the partners.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent and Board in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and Board within ___ days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent 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 will require the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include a calculation 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 of the partners.

For the types of situations listed above in Paragraph 6, the Fiscal Agent should divide the quarterly infrastructure costs by the number of working days in the quarter to get a cost per day, multiply the cost per day by the number of days the staff members were displaced and adjust the quarterly amount payable by that total.

- D. **State Infrastructure Funding Mechanism** – All parties acknowledge that if consensus agreement on shared infrastructure costs cannot be reached by May 31 of the last year of the MOU period listed in Article II, Section A of this MOU, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner's proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, which is described in Attachment C to this MOU and hereby incorporated. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment C-1. 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.

It is important to note that WIOA only requires the State to calculate infrastructure costs for required partners. This does not relieve additional partners from the responsibility to pay their proportionate share of costs. It also does not relieve required and additional partners from the responsibility to pay their proportionate share of additional costs—including the costs for basic career services.

Local workforce development boards in conjunction with chief elected officials will have to determine a means to collect infrastructure costs from any additional partners or exclude the additional partners from participation in the local workforce development system and from use of the OhioMeansJobs Centers.

For additional costs of both required and additional partners, all parties must still reach a consensus agreement on how to share and fund those costs and describe it in the MOU.

- E. Budget** – The Budget spreadsheet included as Attachment D to this MOU details all shared services, shared costs, cost pools, and cost allocation methods. 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.

It is important to note that the budget spreadsheet will be phased out as the County Finance Information System (CFIS) will calculate MOU budgets.

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.
 3. Local area designations are changed.
- B. Partner Separation** – Any partner may terminate its participation as a party to this MOU upon 60 days written notice to the Board. In such an event:

Core state-level required partners are in the process of executing an interagency agreement to encourage good partnership. The agreement includes assurances that each partner will make best efforts to delay any staffing or other changes that will significantly impact the other partners until the beginning of the next state fiscal year, and to provide the local board and partners with as much notice as possible. They will also make efforts to help the local board and fiscal agent find ways to mitigate costs and offset increases to the remaining partners. The language below will help local boards get similar assurances from noncore or nonrequired partners.

1. Board will provide written notice to all remaining partners and to OWD Grants Administration.
2. The Board 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 Board will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document

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:

The language below summarizes required partners obligations under WIOA, the consequences to other partners, and responsibilities to give notice and to mitigate the burden on local boards and remaining partners.

A partner exit process can be added here or other provisions to address matters such as a time period to vacate the premises, final payments, or other concerns.

- 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 Administration 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 Board and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice to OWD Grants Administration and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the Board. 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 Administration.
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.

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 Board, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:

In the past most amendments consisted of only the updated budget spreadsheet and signature pages with no other supporting documentation to explain the reason for the cost adjustments. This can be problematic when a program is audited two or three years after an amendment and there is no documented explanation for the change.

In some instances, changes in the budget require corresponding changes to MOU provisions. For example, an amendment due to the addition or removal of a partner will require an amendment to the Introduction to add or remove the partner as a party to the MOU. Another example is closure of an OhioMeansJobs Center, which will require an amendment to Article I.

The MOU amendment should be a one-page document with signature pages that will allow local areas to fill in the article and section of the MOU being amended, the reason for the amendment, and the amended language for the affected provisions. As a courtesy, ODJFS will provide a template that may be modified as needed.

The process listed below can be revised as needed. However, any revised process should include notification to non-affected partners and a provision to ensure all partners receive copies of all amendments and revised budgets.

1. The party seeking an amendment will submit a written request to the Board 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 Board 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 Board. 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 Board in writing within the specified timeframe.

4. The Board will provide a written response to the partner within 15 days of receipt of the partner's questions. The Board 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 Board for the final signature unless it is an amendment that requires the signatures of all parties, in which case, Board must secure all local signatures and submit to ODJFS for final signature.
 6. The Board 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 Board, 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 considered confidential under federal and state law. All parties further acknowledge that service delivery and other activities conducted by the parties' staff members under this MOU will generate and involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

All personally identifiable information (PII) of partner program participants is confidential information subject to overarching federal and state laws and regulations. Additionally, it is subject to federal and state confidentiality laws that specify requirements and restrictions on the use, storage, disclosure, and destruction of the data.

Each set of laws and regulations for the PII of each program identifies the allowable uses of the data, the entities/individuals that may be authorized to access the data, the manner in which authorization may be given, and under what circumstances the data may be shared and disclosed. If an individual knowingly uses or discloses the data for an unallowable or unauthorized use, it is a criminal offense (in most cases a misdemeanor) punishable by a fine or jail time.

Partners' staff members who perform shared service functions in the OhioMeansJobs Centers are not authorized to access PII of other partners' program participants unless the partner program specifically authorizes access in accordance with the requirements under the applicable federal and/or state regulations or if the participants give informed consent for the use of their data.

Partners should ensure that staff members assigned to participate in negotiations are knowledgeable of the requirements and restrictions on the use and disclosure of PII under their respective programs. If any data privacy concerns arise during negotiations, all parties should negotiate courses of action to alleviate or minimize the risks.

The data security provisions below are common across federal and state confidentiality laws. Local workforce development boards and partners should negotiate procedures for the protection of PII and for staff training. There should be procedures for how and why each partner will authorize access to PII, and how to handle accidental disclosure should it occur. All negotiated procedures should be summarized in this section or included as an attachment.

- A. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the OhioMeansJobs Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
- B. Further, all parties will develop procedures to implement the following safeguards, which are common requirements across federal and state confidentiality laws, and will ensure that their respective staff members are effectively trained on such procedures and follow them.

The parties may designate an individual to be the point of contact for data security issues for the local system.

The parties may also describe any processes and safeguards already in effect for the protection of data.

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 that identifies and describes the confidential data, the authorized representative of the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the 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.

Agreeing that no confidential data will be kept in a portable format (such as zip drives or on CDs) or shared via email are also options.

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 Board will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.

Federal partner programs are required to conduct periodic onsite inspections.

- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program,

Describe the steps the individual who discovered the breach/violation must take and a process to notify the appropriate partner representative of the breach/violation.

Partners must make sure the process meets any requirements under their programs with respect to a breach or violation.

- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:

Any laws or regulations not included here, but applicable to a partner's program data should be added to this list.

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
- F. The Board 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

WIOA regulations require the Board and partners to document the negotiations and efforts that have taken place to resolve any disputes in the MOU. This documentation is especially of value when local negotiations fail and the State Infrastructure Funding Mechanism has to be implemented.

- 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. [List steps or briefly describe process here]
- B. The Board 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 Board 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 detailed in Attachment D to this MOU 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 Board and partners have failed to execute an MOU.

Article XI: Safety and Security

Partner agencies have to report on workplace safety and staff injuries, which can be challenging when staff are working in OhioMeansJobs centers. The purpose of these provisions is to establish a line of communication between centers and the partner offices responsible for reporting, and to ensure that any serious safety threats or personnel issues will be addressed as quickly as possible.

- 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. All parties will ensure that the staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- C. 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 concerns or personnel issues.

The list of contacts may be added here or may be included as an attachment.

This section may also describe methods that will be used to train staff members or otherwise document that staff members have been trained.

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 Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIV: Partial Invalidity

Also referred to as “severability clauses”, it basically means that if laws change and one part of the MOU is not allowable, the remainder of the MOU can stay in effect unless the unallowable part makes it necessary to negotiate a new MOU.

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 provision basically allows for multiple signature pages and for copies of signatures instead of original signatures.

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
Remainder of page intentionally left blank*

**Memorandum of Understanding
for
Local Area _____
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Each signature must identify the party's role and the program(s) administered, as applicable. For example, a CDJFS that administers WIOA Adult/DW and TANF must identify both programs on the signature line. An example is provided under the board signature block.

Parties with more than one role must identify those roles under the entity name. For example, a CDJFS that is the OhioMeansJobs Center Operator and a required partner. The ODJFS signature block provides an example.

To more clearly distinguish ODJFS' role as partner from ODJFS' role as the state oversight agency, the ODJFS Workforce Administrator will sign as the partner and the ODJFS Assistant Director will sign as the state oversight agency. The Assistant Director's signature will simply be an acknowledgement that the MOU meets the requirements of WIOA Section 121 and the corresponding federal regulations.

Local Area X Workforce Development Board

Ohio Department of Job and Family Services

State Workforce Agency and Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Printed Name & Title

Ryan Thompson, Workforce Administrator
Office of Workforce Development

Signature Date

Signature Date

XX County Department of Job and Family Services *Local
Required Partner for WIOA Adult/Dislocated Worker and
TANF*

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

Local Area __ MOU Signature Page (Continued)

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Signature Date

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Signature Date

[Entity Name]
[Role(s) and Program(s)]

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Signature Date

Local Area __ MOU Signature Page (Continued)

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Signature Date

[Entity Name]
[Role(s) and Program(s)]

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Signature Date

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Signature Date

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Signature Date

[Entity Name]
[Role(s) and Program(s)]

Printed Name & Title

Signature Date

To add another signature page, highlight and copy all of the text on this page (including the header), put the cursor after the word "Date" on the last line of the last

*signature block, and hit enter until a new page starts.
Paste the copied text using the option “Keep Source
Formatting”.*

**Local Area __ MOU
Signature Page
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding federal regulations.

Bruce Madson, ODJFS Assistant Director

Date