

Southern Maryland Local Workforce Development Area
Memorandum of Understanding between the Workforce Development Board, the American
Job Center System Partners, and the Chief Local Elected Official
2017 - 2018

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

This MOU is developed to memorialize the understanding of the Parties regarding the operation and management of the American Job Centers in the Southern Maryland Local Workforce Development Area (the "Local Area"). The Southern Maryland Workforce Development Board (the "Local Board") provides local oversight of workforce programming for the Local Area. Additionally, this MOU includes job training and placement specifications for certain partners involved in the Able-Bodied Adults Without Dependents (ABAWDs) Program in the Southern Maryland Region (See Section V).

In accordance with Section 121 of Workforce Innovation and Opportunity Act (WIOA), the Local Board, with the agreement of the Chief Local Elected Official (CLEO), has selected the Tri-County Council for Southern Maryland as the One-Stop Operator for the Southern Maryland Local Workforce Development Area. The One-Stop Operator function will be competitively procured prior to July 1, 2017.

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

- The Maryland Department of Labor, Licensing and Regulation (WIOA Title I Adult, Dislocated Worker and Youth, WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Migrant and Seasonal Farmworker Program, Jobs for Veterans State Grant, Senior Community Service Employment Program (Title V of the Older Americans Act of 1965), and Unemployment Insurance);
- The Maryland State Department of Education's Division of Rehabilitation Services (WIOA Title IV; Title I of the Rehabilitation Act of 1973);
- The Maryland Department of Human Resources (42 USC 601, et seq, also known as Temporary Assistance for Needy Families) / Local Departments of Social Services;
- Career Development Services (WIOA Title I Job Corps);
- COTRAIC Indian and Native American Program (WIOA Title I Native American Programs);
- College of Southern Maryland (Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2006);
- Southern Maryland Tri-County Community Action Committee (Employment and Training activities carried out under the Community Services Block Grant (42 USC 9901, et seq) and by the Housing Authority of the Department of Housing and Urban Development)

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

Terms and Conditions

I. Duration of MOU

With the exception of responsibilities outlined in Section V of this MOU concerning the Supplemental Nutrition Assistance Program (SNAP), Able-Bodied Adults Without Dependents Program (ABAWDs) this MOU shall take effect January 1, 2017 and will terminate no later than December 31, 2018, unless terminated earlier by any of the Parties to this MOU, in accordance with Section XII. The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA.

Provisions regarding the administration of the SNAP/ABAWD program shall take effect February 1, 2017 and will terminate no later than September 30, 2017.

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

II. Convening of Parties

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

III. System Overview

WIOA was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland’s vision in implementing the federal Act. Maryland’s workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland’s workforce agencies have jointly developed the State’s workforce plan with the intent that this vision will be carried out by each of the local workforce development areas through their American Job Centers. The Parties acknowledge that these goals are the central focus of the work to be done under this MOU. The Parties agree to comply with the policies, procedures and assurances, established under WIOA, including but not limited to the Policy Issuance 2016-09, WIOA Memoranda of Understanding and Resource Sharing Agreements” (“the Policy”).

IV. Performance Requirements & Data Sharing

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

V. Services Offered through the American Job Center System

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

The American Job Center Partners in the Local Area offer customers a wide variety of career development. The Partners collectively commit to:

1. Ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the American Job Center system.
2. Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program, available.
3. Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.
4. Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.

Partner Services by Funding Stream and Those Required Under ABAWD

WIOA Title I Adult and Dislocated Worker

Basic Career Services

- Eligibility determination
- Outreach, intake, and orientation

- Initial assessment of skill levels, aptitudes, abilities, and supportive service needs
- Labor exchange services
- Referrals and coordination of activities
- Workforce and labor market employment statistics information
- Performance information and program cost information on eligible providers of training
- Local area performance regarding accountability measures
- Information on availability of supportive services and referrals
- Assistance in establishing eligibility for financial aid assistance for training and education programs
- Information and assistance regarding filing Unemployment Insurance claims.

Individualized Career Services

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers.
- Individual employment plan
- Group and/or individual counseling and mentoring
- Career planning (including case management)
- Short-term pre-vocational services
- Internships and work experiences
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance

Training Services

- Occupational Skills Training
- On-the-Job Training
- Programs that Combine Workplace Training with Related Instruction
- Apprenticeship Training
- Training Programs Operated by Private Sector
- Skill Upgrading and Retraining
- Entrepreneurial Training
- Customized Training

- **Incumbent Worker Training**
- **Job Readiness Training**

Business Services

- **Assistance with registration in the Maryland Workforce Exchange**
- **Post and advertise job openings**
- **Provision of information on worker training grants and tax credits**
- **Labor market information**
- **Recruiting**
- **Workplace training and education**
- **Assistance for business downsizing**

Title I Adult and Dislocated Worker services are delivered by the Tri-County Council for Southern Maryland, but may also be delivered by other core partners including Adult Education and Literacy, Wagner-Peyser, Vocational Rehabilitation, TANF, or other required partner programs.

WIOA Title I Youth

- **Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.**
- **Alternative secondary school services, or dropout recovery services, as appropriate.**
- **Paid and unpaid work experiences that have as a component academic and occupational education, which may include:**
 - **Summer employment opportunities and other employment opportunities available throughout the school year.**
 - **Pre-apprenticeship programs.**
 - **Internships and job shadowing; and,**
 - **On-the-job training opportunities.**
- **Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.**
- **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.**

- **Adult education and literacy activities such as basic academic skills training, critical thinking skills, or digital literacy skills;**
- **Workforce preparation activities such as self—management skills grooming for employment, or following directions, and**
- **Workforce training such as occupational skills training, on-the-job training, job readiness training, or customized training.**
- **Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.**
- **Supportive services.**
- **Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.**
- **Follow-up services for not less than 12 months after the completion of participation, as appropriate.**
- **Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.**
- **Financial literacy education.**
 - **Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions.**
 - **supporting participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit and,**
 - **Supporting a participant’s ability to understand, evaluate and compare financial products and services.**
- **Entrepreneurial skills training**
 - **Entrepreneurial skills training provides the basics of starting and operating a small business. These trainings should develop the skills associated with entrepreneurship and may include but not limited to:**
 - **Taking initiative, creatively seeking out and identifying business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option; and,**
 - **Communicate effectively and market oneself and one’s ideas.**
- **Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.**
- **Activities that help youth prepare for and transition to postsecondary education and training.**
 - **Inform participants of legal responsibilities after turning 18, assess participant strengths/abilities/interests, help participants prepare and submit post-secondary**

education applications and financial aid, investigate and apply for scholarships, and develop portfolio that demonstrates accomplishments and competencies.

Title I Youth services are delivered primarily by the Tri-County Council for Southern Maryland, but may also be delivered by other core partners including Title I Adult, Adult Education and Literacy, Wagner-Peyser, Vocational Rehabilitation, TANF, or other required partner programs.

WIOA Title II Adult Education and Family Literacy Act

The Adult Education and Family Literacy provides funding for a variety of services to help adults develop basic skills (e.g., reading, writing, math, and English language acquisition), transition to postsecondary education and training, and gain employment. Services include:

- ABE - Adult Basic Education
- GED® Classes- General Educational Development
- GED Ready™ - Official Practice Test
- NEDP® Site - National External Diploma Program
- GED® Test Center - Official GED® Test Site
- ESL - English as a Second Language
- EL Civics - English Language Civics/Citizenship
- Family Literacy

Title II Adult Education and Family Literacy Act Program services are delivered by the Charles County Board of Education in Charles County and by the College of Southern Maryland in Calvert and St. Mary's Counties..

WIOA Title III Wagner-Peyser

- Employer services to include direct referral and placement of applicants, networking activities, recruitment/labor exchange services, provision of labor market information, and tax credit information.
- Jobseeker services to include direct referral and placement with employers via job boards, the Maryland Workforce Exchange, call-in referrals, and provision of supportive services to include career assessment and exploration services, job search workshops, referral services, and access to computers and related resources and materials
- Federal bonding letters

Title III Wagner-Peyser services are delivered by the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center and by the Tri-County Council for Southern Maryland in the Affiliate American Job Center, but may also be delivered by other core partners including Title I Adult, Vocational Rehabilitation, TANF or other required partner programs.

Trade Adjustment Assistance Act

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

Trade Adjustment Assistance Act services are delivered the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center.

Migrant and Seasonal Farmworker Program

- Provide eligibility determination, skills assessment, job search

Migrant and Seasonal Farmworker Program services are delivered by the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center.

Jobs for Veterans State Grant

- Local Veterans' Employment Representative (LVER)
 - Conduct outreach to employers in the area to assist veterans in gaining employment
 - Conduct seminars for employers and, in conjunction with employers, conduct job search workshops and establish job search groups
 - Facilitate employment, training, and placement
- Disabled Veterans' Outreach Program (DVOP) Specialist
 - Provides intensive services for veterans with significant barriers to employment as assessed by AJC staff
 - Facilitates placements to meet the employment needs of veterans
 - Prioritizes service to special disabled veterans, other disabled veterans, and other categories of veterans in accordance with priorities determined by the Secretary of Labor (Secretary);

Jobs for Veterans State Grant services are delivered by the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center and Affiliate American Job Center.

Senior Community Service Employment Program (Title V of the Older Americans Act of 1965)

- **Provide outreach, intake, and orientation**
- **Provide employment and training programs for older and disadvantaged individuals**
- **Provide opportunities for eligible participants to learn, work, and serve others**
- **Provide case management and supportive services to participants in training programs**
- **Refer clients to workforce development system partners as appropriate**

Senior Community Service Employment Program services are delivered the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center.

Unemployment Insurance

- **Provide a direct point-of-contact with the Division's Inquiry-Correspondence Unit to assist with general concerns regarding Unemployment Insurance matters and to facilitate claims filing by telephone or online**
- **Provide training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process**
- **Provide informational pamphlets regarding Unemployment Insurance; Coordinate Rapid Response services with the Dislocation Services Unit, when requested Provide access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements.**

Unemployment Insurance services are delivered the Maryland Department of Labor, Licensing and Regulation in the Comprehensive American Job Center and the Tri-County Council for Southern Maryland in the Affiliate American Job Center.

WIOA Title IV; Title I of the Rehabilitation Act of 1973

- **Provide the following services to those clients who are both eligible to receive services and who meet the Division's Order of Selection criteria:**
 - **Intake, orientation, assessment**
 - **Development of an Individualized Plan for Employment**
 - **Guidance and counseling, physical restoration, and training to those financially eligible**
 - **Pre-Employment Transition Services for students with disabilities as defined by WIOA**
 - **Follow-up services**
 - **Supported Employment services**

- Provide performance information as required by WIOA
- Provide cross-training and technical assistance to workforce staff on disability issues and assistive technology.

WIOA Title IV; Title I of the Rehabilitation Act of 1973 services are provided by the Maryland State Department of Education's Division of Rehabilitation Services, but may also be delivered by other core partners including Adult, Dislocated Worker and Youth; Adult Education and Family Literacy; Wagner-Peyser, TANF or other required partner programs.

The Maryland Department of Human Resources Local Departments of Social Services (Temporary Assistance for Needy Families (TANF))

- Time-limited cash assistance for basic needs, such as food, clothing, housing, etc.
- Transitional services to help families become independent, such as GED® preparation, vocational training, postsecondary education, vocational rehabilitation, classes in basic English, help with child care, work stipends, job retention services, etc.
- Screening for issues related to substance abuse, mental health, and domestic violence, and referrals for available services to address them.

TANF services are provided by the Local Departments of Social Services in Calvert, Charles and St. Mary's Counties, but may also be delivered by other core partners including Adult, Dislocated Worker and Youth; Adult Education and Family Literacy; Wagner-Peyser, Vocational Rehabilitation or other required partner programs.

(Supplemental Nutrition Assistance Program (SNAP) Requirements Specific to the Able-Bodied Adults Without Dependents (ABAWDs) Program.

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) limits the receipt of SNAP benefits to 3 months in a 36-month period for able-bodied adults without dependents (ABAWDs) who are not working at least 80 hours per month, participating in qualifying education and training activities at least 80 hours per month, or complying with a workfare program. Individuals are exempt from the time limit if they are:

- Under 18 or 50 years of age or older,
- Responsible for the care of a child or incapacitated household member,
- Medically certified as physically or mentally unfit for employment, pregnant, or
- Already exempt from the general SNAP work requirements.

Effective February 1, 2017, ABAWD customers in Calvert, Charles and St. Mary's Counties subject to the time limit, can fulfill the ABAWD work requirement, maintain their eligibility to receive SNAP, and learn the skills they need to obtain gainful employment. In an effort to assist ABAWD customers with fulfilling the ABAWD work requirement, Calvert County DSS, Charles County DSS and St. Mary's County DSS will enter into this MOU with the Southern Maryland Tri-County Community Action Committee and the Maryland Department of Labor, Licensing and Regulation to support customers with their ABAWD work activities.

Calvert County DSS shall:

1. Complete the ABAWD screening before following through with the referral.
2. Provide an electronic referral to a Southern Maryland JobSource American Job Center.
3. Provide each referred customer with a Work Activity Tracking Form.
4. Work with the Southern Maryland JobSource AJC to assist customers in returning weekly Work Activity Tracking Forms to Calvert County DSS work activity case managers every Monday by 4:00pm to verify their weekly activity and report any changes to Calvert County DSS within 10 days (i.e., gaining or change in employment, etc.). Forms may be emailed, faxed or returned in person.

Charles County DSS shall:

1. Complete the ABAWD screening before following through with the referral.
2. Provide an electronic referral to a Southern Maryland JobSource American Job Center.
3. Provide each referred customer with a Work Activity Tracking Form.
4. Work with the Southern Maryland JobSource AJC to assist customers in returning weekly Work Activity Tracking Forms to Charles County DSS work activity case managers every Monday by 4:00pm to verify their weekly activity and report any changes to Charles County DSS within 10 days (i.e., gaining or change in employment, etc.). Forms may be emailed, faxed or returned in person.

St. Mary's County DSS shall:

1. Complete the ABAWD screening before following through with the referral.
2. Provide an electronic referral to a Southern Maryland JobSource American Job Center.
3. Provide each referred customer with a Work Activity Tracking Form.
4. Work with the Southern Maryland JobSource AJC to assist customers in returning weekly Work Activity Tracking Forms to St. Mary's County DSS work activity case managers every Monday by 4:00pm to verify their weekly activity and report any changes to St. Mary's County DSS within 10 days (i.e., gaining or change in employment, etc.). Forms may be emailed, faxed or returned in person.

The Tri-County Council for Southern Maryland and the Maryland Department of Labor, Licensing and Regulation shall direct Southern Maryland JobSource employees at the American Job Centers to:

1. Have an in-depth conversation with each customer to determine what workforce activity or activities best suit their needs.
2. Provide customers with workforce activities. Examples include but are not limited to:
 - a. Referral to appropriate sites to complete a GRD
 - b. Use of Computer Lab/Resource Room
 - c. Joining the Maryland Workforce Exchange
 - d. Job Searching
 - e. Attendance at American Job Center Orientations and Workshops
 - f. Resume and interview preparation
 - g. Employment Networking

- h. Job Leads
 - i. Job Clubs
 - j. Skills Assessments
 - k. Workplace Excellence Soft Skills Training
3. Sign off on the customer's weekly Work Activity Tracking Form to indicate that the customer was observed participating in a workforce activity. Assist customers in returning the form to the DSS by email, fax or in person, no later than Monday's at 4:00 P.M.
 4. Southern Maryland JobSource employees at the American Job Centers reserve the right to refuse services to customers who fail to follow Southern Maryland JobSource building policies.

Calvert County DSS, Charles County DSS, St. Mary's County DSS, and Southern Maryland JobSource employees at the American Job Centers will use their current business practices or practices to be developed to assist in monitoring and reporting customers served. The Electronic tracking system will be used to report on the following:

- Number of ABAWD referred
- Number of ABAWD served

All parties will make a concerted effort to identify customers entering employment and salary levels.

WIOA Title I Job Corps

- Provide academic, vocational, employability, and social skills training
- Provide intake, outreach, and orientation sessions for interested candidates
- Provide WIOA career services applicable to the Job Corps program that augment the basic labor exchange services traditionally provided under Wagner-Peyser
- Provide information, assessments, and referrals to WIOA services and partners
- Provide work-based learning, recreation, and counseling

WIOA Title I Job Corps services are provided by Career Development Services in conjunction with the Woodland and Woodstock Job Corps Centers, but may also be delivered by other core partners including Adult, Youth, Adult Education and Family Literacy, Wagner-Peyser, Vocational Rehabilitation or other required partner programs.

WIOA Title I Native American Programs

Support employment and training activities for Indian, Alaska Native, and Native Hawaiian individuals in order to:

- Develop more fully the academic, occupational, and literacy skills of such individuals;
- Make such individuals more competitive in the workforce and to equip them with entrepreneurial skills necessary for successful self-employment; and

- Promote the economic and social development of Indian, Alaska Native, and Native Hawaiian communities in accordance with the goals and values of such communities.

WIOA Title I Native American Programs are provided by the Council of Three Rivers American Indian Center, Inc. (COTRAIC), but may also be delivered by other core partners including Adult, Youth, Adult Education and Family Literacy, Wagner-Peyser, Vocational Rehabilitation, TANF or other required partner programs.

Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2006

- Provide individuals with academic and technical skills needed to succeed
- Provide career guidance and counseling services
- Provide access to occupational and employment information

Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2006 services are provided by the College of Southern Maryland, but may also be delivered by other core partners including Adult, Youth, Adult Education and Family Literacy, Wagner-Peyser, Vocational Rehabilitation, TANF or other required partner programs.

Employment and Training activities carried out under the Community Services Block Grant

- Provide services for persons who are low-income or homeless
- Provide educational and employment training opportunities for participants
- Provide client referrals to workforce development partners as appropriate
- Accept client referrals from workforce development partners as appropriate

Employment and Training activities carried out under the Housing Authority of the Department of Housing and Urban Development

- Provide employment training and adult education programs for residents
- Provide entrepreneurship training programs for residents
- Provide supportive services to participants in these training programs
- Refer clients to workforce development system partners as appropriate

Employment and Training activities carried out under the Community Services Block Grant and the Housing Authority of the Department of Housing and Urban Development are provided by the Southern Maryland Tri-County Community Action Committee.

A. Accessibility

- (1) The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 174 of the Rehabilitation Act of

1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et. seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et. seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.

- (2) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, the status of the individual as a participant.
- (5) The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

VI. Referral Arrangements

The Southern Maryland Workforce Development Board has established a partnering convening group comprised of Core Program Partners to provide recommendations and advice on the local workforce system and to establish procedures for aligning resources. The partnering convening group has discussed and agreed to the following aligned procedures that will enhance the Southern Maryland Workforce Development Area's ability to carry out the vision and goals for the workforce system:

- Ensure that ALL jobseeker clients, regardless of where they first access the workforce system, will be registered in Maryland's Workforce Exchange.
- Create a common intake form that will be used until such time a statewide electronic common intake is established. Form will be created by the end of 3Q PY16.
- Partner program inclusion in the mobile unit that is available for remote access to services throughout the region.
- Establish initial screening questions to help in identifying potential partner engagement. Screening questions will be developed by the end of 3Q PY16.

- Establish partner lists of typical characteristics for each program in regard to potential eligibility and suitability for enrollment to assist with targeted referrals. Lists will be developed by the end of 3Q PY16.
- Each partner has a referral process that is based on the initial screening findings and has agreed that if the initial screening is done at the American Job Center, career and individualized services will be offered and provided.
- Create a service map of available basic and individualized career services, training, and supportive services. Map will be created by the end of 3Q PY16.
- Create a system orientation to be used by all Core Program Partners at all access points in the Southern Maryland Workforce Development Area. Common system orientation will be developed by the end of 4Q PY16.
- Initiate a primary case management system where an individual maintains his or her case manager at the point of first enrollment to provide a single point of contact regardless of the subsequent funding streams he or she may be co-enrolled in. Subsequent funding streams will serve as a program contact that maintains appropriate recordkeeping to track progress and performance data.
- Establish a tracking form that will be used until such time a statewide electronic tracking is available via an integrated case management system. Form will be established by the end of 3Q PY16.
- Core Program Partners will meet monthly to review referral listings, enrollments, co-enrollments, and exits. These meetings will serve as informational sessions to help partners follow through on referrals, to provide opportunities for pitching co-enrollment possibilities, discuss performance strategies, and to coordinate exits.
- Core Program Partners that have a “job” as a planned outcome have agreed to participate on an integrated business service team including Adults, Dislocated Workers, Youth, Wagner-Peysner, Vocational Rehabilitation, and Temporary Cash Assistance.
- Core Program Partners plus the College of Southern Maryland and Economic Development Representatives will assist in the creation and support of sector partnerships for the identified existing and emerging industries and occupations.
- Core Program Partners have discussed and agreed upon the existing and emerging in-demand industries and occupations that the Southern Maryland Workforce Development Area will focus on regarding business development and the building of a talent pipeline to meet business needs and expectations.

VII. Resource Sharing Agreement

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

The RSA will be labeled as Exhibit 2 and made a part of this MOU by June 30, 2017.

VIII. Dispute Resolution Process

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

IX. Applicable Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with State or Federal requirements.

X. Confidentiality

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

XI. Modification

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

XII. Termination

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

- (1) All Parties mutually agree to terminate this MOU prior to the end date.
- (2) Federal oversight agencies charged with the administration of WIOA fails to appropriate funds or if funds are not otherwise made available for continued

performance, for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.

- (3) WIOA is repealed or superseded by subsequent federal law.
- (4) Local area designation is changed under WIOA.
- (5) A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

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

XIII. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the other Parties.

XIV. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

XV. Fair Practices Certification

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender identification, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

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

The Parties specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.

XVII. Drug and Alcohol Free Workplace

The Parties certify they will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 29 CFR 98, Subpart F.I.

XVIII. Certification Regarding Lobbying

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

XIX. Debarment and Suspension

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

XX. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I adult program.

XXI. Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502.

XXII. Human Trafficking

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

XXIII. Salary Compensation and Bonus Limitations

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

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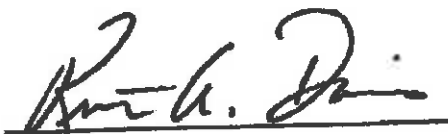
XXIV. Signatures

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

Witness:

**SOUTHERN MARYLAND WORKFORCE
DEVELOPMENT BOARD**

Mike Benton, Chair



A handwritten signature in black ink, appearing to read "Kurt A. Davis", written over a horizontal line.



A handwritten signature in black ink, appearing to read "Mike Benton", written over a horizontal line.

Signature

Witness:

**CHIEF LOCAL ELECTED OFFICIAL
Debra M. Davis, Esq., Chair, Tri-County Council
for Southern Maryland**





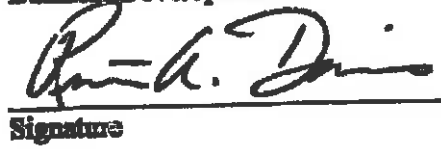
Signature

Witness:



A handwritten signature in black ink, appearing to be 'S. J. H.', written over a solid horizontal line.

**TRI-COUNTY COUNCIL FOR SOUTHERN
MARYLAND
Ruth A. Davis, Director of Regional Workforce and
Business Development**



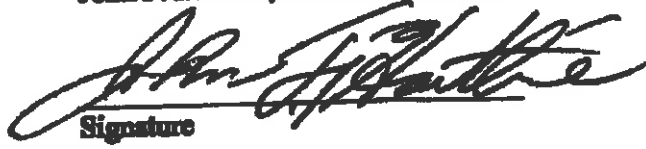
A handwritten signature in black ink, appearing to be 'Ruth A. Davis', written over a solid horizontal line.

Signature

Witness:

**TRI-COUNTY COUNCIL FOR SOUTHERN
MARYLAND**
John F. Hartins, Executive Director




Signature


Witness:

MARYLAND DEPARTMENT OF LABOR,
LICENSING AND REGULATION
Kelly M. Schulz, Secretary




Signature

Approved as to form and legal sufficiency:


Assistant Attorney General
Department of Labor, Licensing and
Regulation

Witness

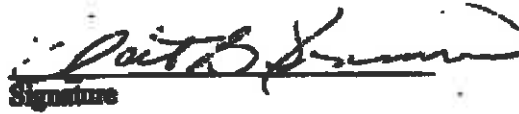
COLLEGE OF SOUTHERN MARYLAND
David Messer, Vice President, Continuing
Education and Workforce Development

A handwritten signature in blue ink, appearing to read "David Messer", is written over a horizontal line. The signature is stylized and cursive.

Witness:

A handwritten signature in blue ink, appearing to read "Robert W. ...", written over a horizontal line.

**CHARLES COUNTY PUBLIC SCHOOLS
Elizabeth B. Simes, Adult Education Programs
Coordinator**

A handwritten signature in blue ink, appearing to read "Elizabeth B. Simes", written over a horizontal line.
Signature

Witness:

Samira Brown

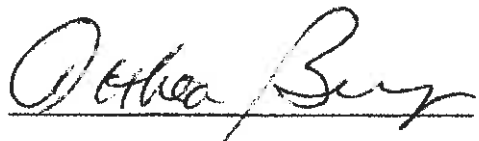
**MARYLAND STATE DEPARTMENT OF
EDUCATION, DIVISION OF REHABILITATION
SERVICES**

Sumner R. Page, Assistant State Superintendent
Kristy Mitchell Deputy Superintendent

Kristy Mitchell
Signature

Witness:

MARYLAND DEPARTMENT OF HUMAN
RESOURCES, CALVERT COUNTY
DEPARTMENT OF SOCIAL SERVICES
Amye Scrivener, Director

A handwritten signature in cursive script, appearing to read "Debra Bury", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Amye Scrivener", written over a horizontal line.
Signature

Witness:



A handwritten signature in black ink, appearing to be 'M. D. A.', written over a horizontal line.

MARYLAND DEPARTMENT OF HUMAN
RESOURCES, CHARLES COUNTY
DEPARTMENT OF SOCIAL SERVICES
Therese Wolf, Director



A handwritten signature in blue ink, reading 'Therese Wolf', written over a horizontal line.

Signature

Witness:

**MARYLAND DEPARTMENT OF HUMAN
RESOURCES, ST. MARY'S COUNTY
DEPARTMENT OF SOCIAL SERVICES
Ella Mae Russell, Director**

Ella Mae Russell
Signature

Witness:

**CAREER DEVELOPMENT SERVICES LLC
Willie Barnes, President**



Signature

Witness:

**COUNCIL OF THREE RIVERS AMERICAN
INDIAN CENTER, INC., WESTERN
MARYLAND CONSORTIUM
Stephanie Wiant, WIOA Employment & Training
Counselor**



Signature

Witness:

Ray Wade

**SOUTHERN MARYLAND TRI-COUNTY
COMMUNITY ACTION COMMITTEE**
Michael E. Young, President

Signature

Michael E. Young

EXHIBIT 1

Southern Maryland WIOA Partner Contact List

Partner	Agency	Contact Person
Southern Maryland Workforce Development Board		Mike Benton, Chair Debra M. Davis, Esq., CLEO
WIOA Title I Adult, Dislocated Worker, Youth	Tri-County Council for Southern Maryland	Ruth A. Davis, Director of Regional Workforce & Business Development 15045 Burnt Store Road Hughesville, MD 20637 301-274-1922 rdavis@tccsmd.org John F. Hartline, Executive Director 15045 Burnt Store Road Hughesville, MD 20637 301-274-1922 jhartline@tccsmd.org
WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser Act Program, Trade Adjustment Assistance for Workers Program, Migrant and Seasonal Farmworker Program, Jobs for Veterans State Grant Program, Senior Community Service Employment Program	Maryland Department of Labor, Licensing & Regulation	Kelly M. Schulz, Secretary 500 North Calvert Street Baltimore, MD 21202 kelly.schulz@maryland.gov
WIOA Title II Adult Education and Family Literacy Act Program, Post-Secondary Vocational Education under the Carl D. Perkins Career and Technical Education Act of 2006	College of Southern Maryland	Dan Mosser, Vice President, Continuing Education & Workforce Development Calvert County Adult Basic Education St. Mary's County Adult Basic Education 8730 Mitchell Road La Plata, MD 20646 301-934-7547 dmosser@csmc.edu

WIOA Title II Adult Education and Family Literacy Act Program	Charles County Public Schools	Elizabeth Sinnes, Adult Education Coordinator Charles County Adult Basic Education 7775 Marshall Corner Rd Pomfret, MD 20675 301-753-1774 <u>esinnes@ccboe.com</u>
WIOA Title IV; Title I of the Rehabilitation Act of 1973	Maryland State Department of Education, Division of Rehabilitation Services	Suzanne R. Page, Assistant State Superintendent 2301 Argonne Drive Baltimore, MD 21218 <u>suzanne.page@maryland.gov</u>
Temporary Assistance for Needy Families (TANF)	Maryland Department of Human Resources	Amye Scrivener, Director Calvert County Department of Social Services 200 Duke Street Prince Frederick, MD 20678 443-550-6999 <u>ascrivner@maryland.gov</u> Therese Wolf, Director Charles County Department of Social Services 200 Kent Avenue La Plata, MD 20646 301-392-6601 <u>twolf@maryland.gov</u> Ella Mae Russell, Director St. Mary's County Department of Social Services 23110 Leonard Hall Drive Leonardtown, MD 20650 240-895-7000 <u>erussell@maryland.gov</u>
Title I Job Corps	Career Development Services	Willie Barnes, President 1330 Shadowood Trail Marietta, GA 30066 678-401-7866 <u>willie@c-d-s.org</u>
WIOA Title I Native American	Council of Three	Stephanie Wiant, WIOA

<p>Programs</p>	<p>Rivers American Indian Center, Inc., Western Maryland Consortium</p>	<p>Employment & Training Counselor 33 W. Washington Street, fourth floor Hagerstown, MD 21740 800-858-8083 <u>swiant@cotraic.org</u></p>
<p>Community Services Block Grant, Housing Authority of the Department of Housing and Urban Development</p>	<p>Southern Maryland Tri-County Community Action Committee</p>	<p>Michael E. Young, President P.O. Box 280 Hughesville, MD 20637 301-274-4474 <u>michael@smtccc.org</u></p>