

Memorandum of Understanding for WIA Local Area 20 One-Stop Operations

Recitals:

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the One-Stop Service Delivery System in WIA Local Area 20 (Area) as required under the Workforce Investment Act (WIA).

- A. WIA Section 121(c) requires that each Local Workforce Investment Board (LWIB), with the agreement of the Area's Chief Elected Officials (CEOs), enter into a memorandum of understanding with all the entities that will serve as partners in the One-Stop delivery system that operates in each LWIB's local area.
- B. Title 20 of the Code of Federal Regulations, Part 662.230 (20 CFR 662.230) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the LWIB in the respective area pursuant to WIA Section 121(c).
- C. WIA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIA Section 121(b)(1).
- D. WIA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIA Section 121(b)(1)(B) may participate in a local area's One-Stop delivery system as "additional partners" and provide the services available under their programs through the One-Stop delivery system.
- E. In Part II of the Workforce Investment Act; Final Rules, located in Volume 65 of the Federal Register, page 49312 (65 Fed. Reg. 49312) the DOL finds that the intent of WIA Section 121 is that both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in Area's One-Stop delivery system as One-Stop partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies.
- F. 20 CFR 662.280 clarifies that the requirements of each partner's authorizing legislation continue to apply under the One-Stop system and that participation in the One-Stop delivery system is in addition to other requirements applicable to each partner's program under each authorizing law.
- G. The United States Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIA.
- H. The DOL recognizes the Ohio Department of Job & Family Services (ODJFS) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the State of Ohio—including WIA—pursuant to 29 USC 49c. The ODJFS Office of Workforce Development (OWD) fulfills this role on behalf of the agency.

Parties to the Agreement include:

Workforce Area 20

Fairfield County Board of Commissioners; Pickaway County Board of Commissioners; Ross County Board of Commissioners; Hocking County Board of Commissioners; Vinton County Board of Commissioners

Required Partners

Partner Name	Program	Program Authority
Eastland Fairfield CTS	ABLE Program	Adult Education and Literacy (WIA 121(b)(1)(B)(iii)) – WIA Title II
Hocking Athens Perry County Community Action	Community Services Block Grant	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>)
N/A		Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIA 121(b)(1)(B)(xi))
Eastland Fairfield CTS	Postsecondary Vocational Education	Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
ORSC/BVR	Rehabilitation Services	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
N/A		Social Security Act – Welfare to Work Programs (42 USC 603(a)(5))
Mature Services	Senior Employment	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
Ohio Department of Jobs & Family Services	Trade Act/TAA Programs	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)
Ohio Department of Jobs & Family Services	Unemployment Compensation Program	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)
Ohio Department of Jobs & Family Services	Wagner Peyser	WIA Title III – Wagner-Peyser Act Programs (29 USC 49)
Area 20 One-Stops	WIA Adult and Dislocated Programs	WIA Title I – Adult and Dislocated Worker Programs – (29 USC 2861, 29 USC 2872(b) and (c))
Ohio Department of Jobs & Family Services	Veteran’s Services	WIA Title I – Veteran’s Workforce Programs – (29 USC 2913, 29 USC 2919)
N/A		WIA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
N/A		WIA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
N/A		WIA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
Area 20 One-Stops	WIA Youth Program	WIA Title I – Youth Programs (29 USC 2852(a), 29 USC 2872(a))

Additional Partners

Partner Name	Program	Program Authority
Integrated Services Area 20 JFS	Vocational Rehabilitation TANF/OWF/PRC	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720) TANF
Pickaway Ross JVS	ABLE	Adult Education and Literacy (WIA 121(b)(1)(B)(iii)) – WIA Title II
Pickaway Ross JVS	Post Secondary	Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Tri-County JVS	Post Secondary	Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Fairfield County Community Action Agency	ABLE	Adult Education and Literacy (WIA 121(b)(1)(B)(iii)) – WIA Title II

Definitions

- A. **Administrative Entity:** Entity(ies) designated by the Chief Elected Officials to coordinate and administer WIA activities and services within a local area on the LWIB's behalf and in accordance with all applicable federal, state, and local rules, policies, plans, and the terms of this MOU.
- B. **Chief Elected Officials:** Identified in WIA Section 101(6) as the chief elected officer of a unit of general local government in a local area or the individuals designated under a local agreement pursuant to WIA Section 117(c). Per Section 6301.01 of the Ohio Revised Code (ORC), chief elected officials can include the boards of county commissioners or the chief elected official of a municipality.
- C. **Core Services:** The services that must be provided at a minimum to eligible individuals through the One-Stop delivery system in each local area. The core services that must be provided as part of the One-Stop delivery system are listed in WIA Section 134(d)(2). The core services that each required partner must provide through the One-Stop delivery system are listed in 20 CFR 662.240.
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of One-Stop operating costs.
- E. **Fair Share:** Per 20 CFR 662.270, it is the portion of One-Stop operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the One-Stop system.
- F. **Fiscal Agent:** An entity appointed by a local area's Chief Elected Officials in accordance with WIA Section 117(d)(3)(B)(i) to be responsible for the administration and disbursement of WIA and other funds allocated for workforce development activities in the local area. WIA Section 117(d)(3)(b)(i)(II) provides that designation of a fiscal agent does not relieve the Chief Elected Officials from their liability for misspent funds.
- G. **Governor's Executive Workforce Board (GEWB):** Established by the Ohio Governor under Executive Order 2012-02K to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system, and to overarching WIA-related activities as directed by the Governor.
- H. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the One-Stop by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost.

- I. **Intensive Services:** As defined in WIA Section 134 (d)(3), persons who meet the eligibility criteria outlined in subsection (A) will be eligible for these services—which include, but are not limited to—comprehensive and specialized assessments, individual employment plan development, counseling, case management, and short-term prevocational services.
- J. **Local Area:** A geographic region of a state designated by the Governor in accordance with WIA Section 116. ORC 6301.01(A) provides that a local area can be a municipality, a county, a group of two or more counties, or a county/municipality combination.
- K. **Local Workforce Investment Board (“LWIB”):** The board created by the chief elected officials pursuant to WIA Section 117 and ORC 6301.06 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area per 29 USC 2832(d).
- L. **Additional Partner:** Per WIA 121 (b)(2) and 20 CFR 662.210, an entity that carries out a program not identified as required under WIA that is approved by the LWIB and the Chief Elected Officials to be included as a One-Stop partner in a local area.
- M. **One-Stop Delivery System:** From the definitions found in 20 CFR 662.100 and Section 5101:9-31-18 of the Ohio Administrative Code (OAC), a One-Stop Delivery System is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- N. **One-Stop Operator:** An entity or consortium of entities designated in accordance with WIA Section 121(d) (20 CFR 662.410) to operate a One-Stop site and to perform One-Stop service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- O. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIA Section 121 (b)(1) and is required under that Section to participate in the One-Stop delivery system and to make the core services under its program or activity available through the One-Stop System.
- P. **Resource Sharing:** Per 66 Fed. Reg. 29639, it is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the One-Stop system. This can include “in-kind” contributions from third parties to partner programs as defined in Section H of this Article.
- Q. **Training Services:** As defined in WIA Section 134(d)(4), persons eligible for intensive services, but who are unable to obtain or retain employment through such services will be eligible for 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.
- R. **WIA:** The Workforce Investment Act of 1998 outlines the structure of a national workforce preparation and employment system designed to meet the needs of both employers and individuals.
- S. **WIA Local Plan:** A comprehensive 5-year plan developed by each LWIB that identifies the respective local area’s current and projected workforce investment needs, the One-Stop delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIA Section 118.
- T. **WIA State Plan:** A comprehensive 5-year plan developed by the State that identifies the state’s current and projected workforce investment needs and describes the State’s workforce investment system, the activities and services provided as a part of that system, and the strategies for the performance of those activities and the delivery of those services as required under WIA Section 112.

Article I: One-Stop System Description

A. Overview & General Description

1. All LWIBs are required to establish and operate local One-Stop service delivery systems in accordance with WIA Section 121 and the WIA State Plan and with the WIA Local Plan for their respective Local Areas.
2. WIA Section 134(c) lists the services and activities that must be provided through the One-Stop delivery system. WIA Section 117(d)(4) gives the LWIBs the responsibility for oversight of the One-Stop delivery system in each local area and requires the LWIBs to describe the activities and functions of the One-Stop service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIA Plan.
3. Area's One-Stop system consists of [5] One-Stop centers—including:

Location Code	One-Stop Center Name	Address	Counties Served
1	Fairfield County Worknet (Level 2 One-Stop)	239 W. Main St. Lancaster, OH 43130	Fairfield
2	South Central Ohio Jobs One-Stop	389 W. Front St. Logan, OH 43138	Hocking
3	Pickaway County Jobs One-Stop	160 Island Rd. Circleville, OH 43113	Pickaway
4	South Central Ohio Jobs One-Stop	150 E. Second St. Chillicothe, OH 45601	Ross
5	South Central Ohio Jobs One-Stop	30975 Industrial Park Rd. McArthur, OH 45651	Vinton

B. Administrative Structure

- 1.State Workforce Agency: The Ohio Department of Job & Family Services, Office of Workforce Development, 4020 East 5th Avenue, Columbus, Ohio 43219.
2. Administrative Entity: South Central Ohio Job & Family Services, 475 Western Ave., Chillicothe, OH 45601
3. Fiscal Agent: South Central Ohio Job & Family Services, 475 Western Ave., Chillicothe, OH 45601
4. Chief Elected Officials:
Fairfield County Board of Commissioners, 210 E. Main St., Lancaster, OH 43130
Pickaway County Board of Commissioners, 139 W. Franklin St., Circleville, OH 43113 (WIA/One Stop matters)
Ross County Board of Commissioners, 2 N. Paint St., Ste. H, Chillicothe, OH 45601
Hocking County Board of Commissioners, 1 E. Main St. Logan, OH 43138
Vinton County Board of Commissioners, 100 E. Main St., McArthur, OH 45651
5. One-Stop Operator: South Central Ohio Job & Family Services, 475 Western Ave., Chillicothe, OH 45601

C. Workflow

A diagram that depicts the One-Stop customer workflow is included Attachment A to this MOU.

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2013, until June 30, 2015, unless an extension is granted per Section B of this Article.
- B. A renewal of this MOU will be executed in order to remain compliant with WIA Section 121(c). In the event that the renewal MOU will not be fully executed and effective on the date this MOU expires, the parties may submit a request to OWD for an extension to this MOU until such time that a renewal MOU is fully executed. Such decision will be at OWD's discretion, will be communicated to all parties in writing, and will require a formal amendment to this MOU.

Article III: Partner Responsibilities

- A. 20 CFR 662.230 lists the minimum responsibilities of all required partners under WIA. For consistency, all Partners will assume the responsibilities identified below, unless otherwise specified in this Article.
 - 1. Make the core services provided under the Partner's program available to individuals through the Area's One-Stop delivery system in accordance with Article IV of this MOU.
 - 2. Participate in cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
 - a. Create and maintain the One-Stop delivery system; and
 - b. Provide core services per WIA Section 134(d)(1)(B).
 - 3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate as a One-Stop partner per WIA Section 121(c).
 - 4. Participate in the operation of the One-Stop system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIA Section 121(b)(1)(B)
 - 5. Required Partners must provide representation on the Area's LWIB per WIA Section 117 (b)(2)(A)(vi). Additional partners may participate on the Area's LWIB with the agreement of the Area's LWIB members and Chief Elected Officials. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the LWIB. One entity may provide representation on the LWIB for the program.
- B. In addition to the minimum responsibilities required under WIA as identified in Section A of this Article, Partner responsibilities include:
 - 1. Provide 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. Compliance with WIA and all federal, state, and local laws, rules, and policies applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWIB of any changes to the rules

governing its respective program that impact the partner’s performance under this MOU. LWIB will communicate the changes to OWD, the One-Stop Operators, and any other affected partners.

3. Each partner must ensure compliance by its staff members who work in the One-Stop center(s) with One-Stop policies and procedures. Should a conflict exist between the One-Stop’s personnel policies and a partner’s personnel policies, the partner’s policies will prevail.
4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop services and activities and functions that support the One-Stop service delivery system.

Article IV: Programs, Services, & Activities

- A. WIA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the One-Stop Delivery System in each local area. WIA Section 121(c)(2) requires this MOU to include a description of the core services that will be provided through the Area’s One-Stop service delivery system and to identify the service delivery method(s) each partner will use to deliver the core services. This MOU will also identify the intensive, training, and employer services that each partner will provide to ensure that all parties’ responsibilities are clearly identified herein.
- B. The One-Stop Services document, which is Attachment B to this MOU, and hereby incorporated, lists and describes the core, intensive, training, and employer services and the array of service delivery methods.
- C. **Required Partner Services:** The table below identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

Partner Name	Program Name	Services(Enter Number)				Service Delivery Method by Location Code
		Core	Intensive	Training	Employer	
Eastland Fairfield CTS	ABLE	3, 8		8		1-2PT
Hocking Athens Perry County Community Action	Community Services Block Grant	3, 10	4			2-C/PT
Eastland Fairfield CTS	Post Secondary Vocational Education			1, 5, 7, 9		T; B; P
ORSC/BVR	Rehabilitation Services	6-E				1-FT; 3PT; 4PT
Mature Services	Senior Employment	1, 2, 3, 4, 5, 6, 7, 10, 11	1, 2, 3, 4, 5, 6	2, 4, 5	1, 2, 3, 4, 5, 6, 7, 10, 11	1-PT
Ohio Department of Jobs & Family Services	Trade Act/TAA Programs	1, 2, 3, 4, 5, 6, 8, 9, 10, 11	1, 2, 4, 5, 6	1, 2, 3, 4, 5, 6, 7, 8, 9	1, 2, 3, 4, 5, 6, 7, 8	1-2FT; 2- FT; 3-PT; 4-FT; 5-PT
Ohio Department of Jobs & Family Services	Unemployment Compensation Program	1, 2, 3, 4, 5, 6, 8, 9, 10, 11	1, 2, 4, 5, 6	1, 2, 3, 4, 5, 6, 7, 8, 9	1, 2, 3, 4, 5, 6, 7, 8	1-2FT; 2- FT; 3-PT; 4-FT; 5-PT
Ohio Department of Jobs & Family Services	Wagner Peyser	1, 2, 3, 4, 5, 6, 8, 9, 10, 11	1, 2, 4, 5, 6	1, 2, 3, 4, 5, 6, 7, 8, 9	1, 2, 3, 4, 5, 6, 7, 8	1-2FT; 2- FT; 3-PT; 4-FT; 5-PT
Area 20 One-Stops	WIA Adult and Dislocated Programs	1, 2, 3, 4, 5, 6, 8, 9, 10, 11	1, 2, 3, 4, 5, 6	1, 2, 3, 4, 5, 6, 7, 8, 9	1, 2, 3, 4, 5, 6, 7, 8	1-5FT; 2-FT;3-FT; 4-2FT; 5FT
Ohio Department of Jobs & Family Services	Veteran’s Services		1, 2, 4, 5, 6	2, 3, 4, 5, 6, 7	2, 3, 4, 5, 6, 7	1-PT; 2-PT; 3-PT; 4-PT; 5-T

Area 20 One-Stops	WIA Program	Youth	1, 2, 3, 4, 5, 6, 8, 9, 10, 11	1, 2, 3, 4, 5, 6	1, 3, 4, 5, 6, 7, 8, 9	3, 4, 6,	1-PT; 2-C/PT; 3-C/PT; 4-FT; 5-C/PT,FT

D. **Additional Partner Services:** WIA Section 121(b)(2)(B) describes the types of programs that may be included as “additional” programs in the One-Stop Delivery System. The table below identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

Partner Name	Program Name	Services (Enter Number)				Service Delivery Method by Location Code
		Core	Intensive	Training	Employer	
TANF	OWF/PRC	1,2,3,8,10				2-2FT; 3-2FT;
Pickaway Ross JVS	ABLE	2,3		8		3-B
Pickaway Ross JVS	Post Secondary	2,3,6	1			3-PT,B
Integrated Services	Vocational Rehabilitation		1,2,4,5	1,2,3,7		2-T; 4-PT; 5-T
Tri-County JVS	Post Secondary	4,6,8	4	8		2-PT; 5-B
Fairfield County Community Action Agency	ABLE	1,2,4,7,10	1,2,3,4,6	1,5,8		2-FT
ORSC/BVR	Rehabilitation Services	1, 2, 3, 4, 5, 6, 8, 10, 11	1, 2, 4, 5, 6	1, 2, 3, 4, 5, 6, 7, 9	4, 6, 7	2-PT; 5-B

E. Per 20 CFR 662.260, access to each partner’s services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program Name	Method of Access to Other Services

Article V: Method of Referral

Pursuant to WIA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop Operator(s) and the partners’ for the services and activities described in Article IV will be performed using the following methods:

The referral process provides convenience of services to individuals and businesses using the *Area 20* one-stop center and makes available all Core Services at the system site(s). This process also provides for a continuum of services and follow-up to ensure individual and business needs have been met. All partners agree to follow the *Area 20* one-stop center referral process.

a. Customer Work Flow: Please see Attachment A: Customer Work Flow Diagram and Attachment A-1: Employer Work Flow Diagram.

b. Partner Referrals: Referrals will be tracked using the Area 20 Referral Form. The form is Attachment A-2: Area 20 Referral Form and Attachment A-3: Area 20 Referral Process.

Eligibility requirements in certain programs require that specific criteria be met prior to accepting a referral from a partner. For the ODJFS State Veterans Program, any veteran or eligible spouse is considered a universal core customer until such time as an assessment has been completed and/or it has been determined that a barrier to obtaining employment exists. Upon this determination by a partner, a formal referral can be made to the ODJFS State Veterans Program.”

Article VI: Funding/Resource Sharing

A. One-Stop Funding/Resource Sharing Requirements:

1. WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop service delivery system must be described in this MOU.
2. The methodologies described herein must be allowable under each partner’s respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner’s type of organization. Per 66 Fed. Reg. 29638, this MOU must identify:
 - a. The shared One-Stop costs.
 - b. The methodologies that will be used to determine each party’s proportionate “fair” share of those costs
 - c. The methodologies that will be used to allocate each party’s fair share of costs across the cost categories.
 - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

B. One-Stop Operating Costs:

1. The shared One-Stop operating costs, the projected cost amounts, and each party’s method of funding its fair share of those costs are identified in the One-Stop Budget Planning and Reconciliation Document, which is included as Attachment C to this MOU and hereby incorporated. The methodologies that will be used to determine each party’s fair share of One-Stop operating costs and to allocate each party’s fair share are as follows:
 - a. Identification of Shared Costs;
 - b. Shared Costs Budget;
 - c. Proportionate Share and Cost Allocation;
 - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
 - e. Resource Sharing Agreements.

C. Program Costs/Services:

1. 66 Fed. Reg. 29638, 29645, stipulates that costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
 - a. Shared service costs are expenses resulting from direct program service delivery that may be charged to more than one partner program. These costs are incurred for a common or joint purpose benefiting more than one funding stream. This situation may occur when a participant is found eligible for more than one program, and the applicable programs offer similar, overlapping services that the co-enrolled participant could access. When a partner identifies a service cost that may be funded by one or more of the other partner programs, the party will immediately notify the other affected partners of the nature of the cost and dollar amount incurred.

D. Budget Tracking:

1. All parties expressly understand and agree that the initial costs listed in the Budget Planning and Reconciliation Document included as Attachment C will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners and to OWD for federal reporting purposes on a quarterly basis.
2. Updates to the Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWIB and all affected partners. LWIB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.
3. Any time the Budget Planning and Reconciliation Document is modified, the LWIB must provide all parties with notice of the modification and a copy of the modified Budget Planning and Reconciliation Document. The notice should include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

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. Funding cuts by one or more federal programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated.

3. WIA regulations are repealed.
 4. Local area designations are changed.
- B. **Partner Separation:** As stated in the Recitals, WIA Section 121(c) and 20 CFR 662.230 mandate the execution of this MOU between the LWIB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWIB. In such an event, the LWIB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIA Section 121 and 65 Fed. Reg. 49294, 49312, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the One-Stop system and will not be permitted to serve on the LWIB as a One-Stop partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIA Section 122(b)(1) must send written notice of the change in status to the LWIB as soon as possible. LWIB will forward the notice to OWD. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWIB, chief elected officials, and the remaining partners.

Article VIII: Amendment

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, plans, or policies; or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU.
 2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
 3. An extension of the effective ending date per Article II, Section B.
 4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWIB, the Chief Elected Officials, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWIB 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 LWIB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWIB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
 3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWIB within the specified timeframe.
 4. LWIB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWIB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and 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 LWIB for the final signature.
 6. LWIB will distribute copies of the fully executed amendment to all parties and to OWD upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's One-Stop service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
- E. Due to the fact that some partners pay by state Purchase Orders, amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWIB, the Chief Elected Officials, and the affected parties 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

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:
1. 29 USC 2935(a)(4) WIA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIA Section 136(f)(3).

4. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 5. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 6. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 7. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 8. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitative Services Commission.
 9. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 10. 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.
 11. OAC 5101-1-1-03 regarding disclosure of recipient information.
 12. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 13. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personal identifying data will be limited to purposes that support the programs and activities described in this MOU as part of the One-Stop service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personal identifying information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the One-Stop service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personal identifying information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of staff members who are authorized to access personal confidential information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records on behalf of the Local Area.

Article X: Impasse—Dispute Resolution

- A. For purposes of this MOU and for One-Stop-related issues, each party expressly agrees to participate in good faith negotiations to reach a consensus in accordance with 20 CFR 662.310(b). However, should a dispute arise among any parties to this MOU in negotiations to amend or renew this MOU or in matters pertinent to local One-Stop operations or activities not addressed in this MOU, all parties agree to utilize the process cited below. Negotiations to resolve impasses that involve state-level partners must include the participation of the applicable state agency's director or designee. All parties agree to enlist the following process for the resolution of disputes:
- B. In the event that an impasse should arise between the partner(s) and/or the *Area 20* WIB regarding terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated:
- (1) A written document detailing the impasse will be submitted to the *South Central Ohio Jobs One-Stop*. The *South Central Ohio Jobs One-Stop* will attempt to resolve the issue. The *Area 20*

WIB and the partner(s) should document the negotiations and efforts that have taken place to resolve this issue.

(2) If the impasse is not resolved, the Executive Committee of the Area 20 WIB will appoint a special committee to review and attempt resolution of the impasse.

(3) In the event an agreement cannot be reached, the Area 20 WIB Chairperson will meet with the local elected official(s) and/or the partner(s) and/or the *South Central Ohio Jobs One-Stop* based on the nature of the impasse to resolve the issue and will make a recommendation within thirty (30) working days of receiving the dispute. The whole process should be completed within ninety (90) days.

(4) Impasses involving state level partners will have the participation of their respective executive director/administrator, or their designees, in all resolution activities.

B. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWIB will report the impasse to OWD, which will intervene with the parties to resolve the disputed issue(s).

Article XI: 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 XII: General Provisions

The laws and regulations listed in this Article XII are generally applicable to most publically-funded programs administered by ODJFS. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- 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 One-Stop activities 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 eighteen (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 sub-recipient(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. **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.

- F. **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.

Article XIII: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unenforceable 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 illegal or unenforceable provision(s).

Article XIV: Counterpart

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

Signature Page Follows

Remainder of Page Intentionally Left Blank

Current OMJ Center Mandatory Partners – Updated February 23, 2017

Required Partners

Section 121(b)(1)(B) of WIOA identifies 13 programs which are required partners in the local workforce delivery system. If a program identified as a required OhioMeansJobs center partner is not carried out or available in that local area, this program is not required to be a partner in that local area's workforce delivery system.

The required partners are as follows:

1. Programs authorized under title I of WIOA including:
 - a. Adults;
 - b. Dislocated Workers;
 - c. Youth;
 - d. Job Corps;
 - e. YouthBuild;
 - f. Native American programs; and
 - g. Migrant and seasonal farmworker (MSFW) programs;
2. Wagner-Peyser Act Employment Services;
3. Adult Education and Family Literacy Act (in Ohio, called Adult Basic Literacy and Education (ABLE));
4. Vocational Rehabilitation;
5. Senior Community Service Employment Program (SCSEP);
6. Career technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
7. Trade Adjustment Assistance activities;
8. Jobs for Veterans State Grants;
9. Employment and training activities carried out under the Community Services Block Grant;
10. Employment and training activities carried out by the Department of Housing and Urban Development;
11. Programs authorized under State unemployment compensation laws;
12. Programs authorized under the Second Chance Act of 2007; and
13. Temporary Assistance for Needy Families (TANF).