# Memorandum of Understanding for

 **Local Area 16**

**Workforce Development System**

 **7/1/2019 to 6/30/2021**

 **Amendment 1 10/12/2020**

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

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

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

Workforce Development Board 16, which is the local area workforce development board (Board or WDB16), County Commissioners representatives from Belmont, Carroll, Harrison, and Jefferson Counties which are the Local Area Chief Elected Officials (CEOs), Belmont County Job and Family Services, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as “partners”) enter into this Memorandum of Understanding (MOU).

**Addendum 1 Changes as approved by WDB16 9/18/2020**

**Since the execution of this MOU, a number of the MOU partners has changed. This MOU reflects the addition of new partners (highlighted and bold) and the deletion of partners ( *italics and bold).***

**The deletion of the following partners:**

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

| **Partner Name (If Applicable)** | **Program Authority** |
| --- | --- |
| Belmont Co JFSCarroll Co JFSHarrison Co JFSJefferson Co JFS | **WIOA Title I Adult and Dislocated Worker Programs. Section 131** |
| Service/program does not exist in WDA16 | **WIOA Title I Youthbuild Section 171** |
| Belmont Co JFSCarroll Co JFSHarrison Co JFSJefferson Co JFS | **WIOA Title I Youth Section 126** |
| None serving WAD16 | **WIOA Title I Job Corps. Section 141** |
| None serving Area 16 | **WIOA Title I Migrant and Seasonal Farm Worker Programs. Section 167** |
| Service/program does not exist in WDA16 | **WIOA Title I Native American Programs. Section 166** |
| Ohio Dept. of Job and Family Services | **WIOA Title III Wagner-Peyser Act Programs. 29 USC 49** |
| Eastern Gateway Community College (ASPIRE) | **WIOA Title II Adult Education and Family Literacy Act. Section 206** |
| Opportunities for Ohioans with Disabilities (OOD) | **WIOA Title IV, Vocational Rehabilitation Program. Rehabilitation Act of 1973** |
| Zanesville Welfare Organization and Goodwill Industries Inc. | **Senior Community Service Employment Program (SCSEP). Older Americans Act Title V. 42 USC 3056** |
| Belmont CollegeEastern Gateway Community College | **Postsecondary Career and Technical Education. Carl D. Perkins Career and Technical Act of 2006. 20 USC 2301** |
| Ohio Dept. of Job and Family Services | **Trade Adjustment Assistance (TAA). Trade Act Title II, Chapter 2. 19 USC 2317** |
| Ohio Dept. of Job and Family Services | **Jobs for Veterans Act. 38 USC 41**  |
| Community Action Commission of Belmont Co | **Community Services Block Grant Employment & Training Programs 42 USC 9901 *et seq*.** |
| Service/program does not exist in WDA16 | **Department of Housing and Urban Development (HUD) – Employment and Training Programs.**  |
| Ohio Dept. of Job and Family Services | **Unemployment Insurance (UI) Programs. 5 USC 85 and ORC Chapter 4141** |
| None serving Area 16 | **Second Chance Act of 2007. Programs. 42 USC 17532** |
| Belmont Co JFSCarroll Co JFSHarrison Co JFSJefferson Co JFS | **Temporary Assistance for Needy Families (TANF). Social Security Act, Title IV, 42 USC 601** |

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

| **Partner Name** | **Program Authority** |
| --- | --- |
| Carroll Co Family and Children First Council | **Youth Services** |
| Jefferson Co Community Action Agency | **Title 1, OMJ Center , CCMEP** |
| PIA Jump StartAll State Career School***John D. Rockefeller Career Center*****Rosedale Tech** | **CDL Training Providers** |
| Jefferson Co JVS | **Secondary and post-secondary Vocational and credential training** |

## Definitions

1. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the Board and the Chief Elected Officials (CEOs) to be included as a partner in the local area workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
2. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.
3. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner’s program. Services are listed and defined in Attachment A to this MOU.
4. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area. The CEOs are responsible for the selection of the Board members, the development of by-laws for Board structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d) (12).
5. **Common Costs:** Per WIOA Section 121(i), the costs shared by partner programs which may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner’s program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
6. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
7. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner’s fair share of local workforce development system operating costs.
8. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
9. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations; displaced homemakers, low-income individuals, Indians, Alaska Natives, Native Hawaiians, individuals with disabilities (including youth), older individuals, ex-offenders, homeless individuals, youth that are in, or have aged out of, the foster care system, individuals who are English language learners, individuals who have low levels of literacy, individuals facing substantial cultural barriers, eligible migrant and seasonal farmworkers, individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act, single parents- including pregnant women, and long-term unemployed individuals.
10. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
11. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
12. **Local Workforce Development Board (Board):** The board appointed by a local area’s chief elected officials to be certified by the Governor or designee per WIOA Section 107. The Board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners. In addition, the Board is responsible for the development of the local plan and the selection of OhioMeansJobs center operators.
13. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers through the OhioMeansJobs centers in each local area.
14. **OhioMeansJobs**: The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier. Per WIOA Section 121(e)(4), the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.
15. **OhioMeansJobs Center:** Referred to in in WIOA as “One-Stop” centers, the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
16. **OhioMeansJobs Center Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center, including day to day operations, and to perform and coordinate OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
17. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.
18. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner’s program available through the local workforce development system.
19. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
20. **Shared Services:** For purposes of this MOU, a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
21. **Specialized Center:** A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.

 V**. State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to

calculate required partners’ proportionate shares of infrastructure costs when consensus agreement cannot be reached among a local workforce development board and required partners in a local area. The method is described in Article VI of this MOU.

W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on- the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

## Article I: Local Workforce Development System Description

## This Article, through which WIOA Section 121 requires career services, access to training services, employment and training activities, and partner programs and activities be made available to workers and employers identifies the OhioMeansJobs centers in each local area and counties served.

1. **Overview & General Description:** The local workforce development system includes Belmont, Carroll, Harrison and Jefferson Counties, 1. Comprehensive OhioMeansJobs center(s) – (2) locations; 2. Affiliate centers (2) locations, and (0) Specialized centers as identified in the table below.

|  |
| --- |
| **Local Area OhioMeansJobs Centers** |
| **Center****Code** | **OhioMeansJobs Center Name** | **Address** | **Counties Served** | **Hours of****Operation** |
| 1. | Belmont Co OMJ Center | 302 Walnut St, Martins Ferry OH 43935 | Belmont | M-F 8:00am-4:30pm |
| 1. | Jefferson Co OMJ Center | 114 4th StSteubenville OH 43952 | Jefferson | M-F 8:30am-4:30pm |
| 2. | Carroll Co OMJ Center | 55 East Main StCarrollton OH 44615 | Carroll | M-F 7:45am-4:30pm |
| 2. | Harrison Co OMJ Center | 504 N. Main StCadiz OH 43907 | Harrison | M-F 8:30am-4:30pm |
| 3. | (Specialized center) None | N/A | N/A | N/A |

#### Local Area Administrative Structure

1. *Chief Elected Officials (CEOs):* County Commissioner representatives from Belmont, Carroll, Harrison, and Jefferson Counties, OH form the Council of Government (COG), which serves as the CEOs decision making body for WDA16. The CEOs are responsible for the selection of the WDB Board members, the development of by-laws, and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107 (d)(12). Robert Guentter, Jr, AICP, RFG Associates Inc., serves as Staff to the COG, PO Box 2112, Zanesville OH 43702.
2. *Local Workforce Development Board (Board):* Appointed for two (2) year terms by County Commissioners from Belmont, Carroll, Harrison and Jefferson Counties, the Board is responsible for the oversight and operation of the local workforce development system, which includes (with agreement of the CEOs), the development of a local plan and the selection of OhioMeansJobs operators. Robert Guentter, Jr, AICP, RFG Associates Inc., serves as Staff to the Board, PO Box 2112, Zanesville OH 43702.
3. *Fiscal Agent:* For the purpose of this MOU, the fiscal agent is the party responsible for tracking shared local workforce development system costs, collection of partner’s financial data and documentation needed for reconciliation, adjusting budgets to actual costs, invoicing and collecting payments from partners, and disturbing adjusted budgets to partners in accordance with this MOU. Belmont Co DJFS serves as the Fiscal Agent for WDA16. 68145 Hammond Road, St. Clairsville OH 43950.
4. *Comprehensive OhioMeansJobs Center Operator:* Through a competitive bidding process, the WDB16 and COG have contracted with the Belmont County Dept. of Job and Family Services to serve as a consortium operator for the four (4) OMJ Centers in WDA16. Belmont and Jefferson OMJ Centers are certified as Comprehensive sites. Carroll and Harrison OMJ Centers are certified as affiliate sites. WDA16 has no specialized OMJ centers. As per their contract, the Operator has 12 areas of responsibility as follows: 1. MOU development and support, 2. MOU reconciliation, 3. Partner Coordination, 4. One Stop Center staffing, 5. Referral Coordination, 6. Customer feedback, 7. Partner Cross training, 8. Standard Operating Procedure development and compliance, 9. Outreach, 10. Data collection for oversight, 11. Cooperation with Monitoring efforts, and 12. Cooperation for Certification processes. The consortium lead contact is Mike Schlanz, Belmont OMJ Center, 302 Walnut St, Martins Ferry OH 43935.

## Article II: Agreement Period

This MOU will be in effect from July 1, 2019, until June 30, 2021. This MOU may be renewed/revised for an additional two (2) years at the end of the MOU period identified as June 30, 2021.

## Article III: Partner Responsibilities

1. WIOA identifies the following responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.
	1. Provide access to partner programs and activities through the local workforce development system.
	2. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
	3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
	4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws and policies.
	5. Collaborate with the Board to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
	6. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
	7. Notify the Board and OWD of any changes to the rules governing partner’s program that impact the partner’s performance and/or proportionate share under this MOU. The Board will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU per Article VIII if necessary.
	8. Ensure staff assigned to OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner’s personnel policies; the more restrictive policy will prevail.
	9. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
	10. Ensure that information documenting the performance of a partner program (e.g., participant counts, placement rates, expenditures) intended for public distribution is reviewed and authorized by that partner prior to publication or distribution. This restriction applies to information distributed via communication such as annual reports, press releases, news articles, public web pages, and social media.
	11. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

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

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The services are defined in the Career Services document, included as **Attachment A** to this MOU. Workflow diagram(s) are included as **Attachment B** to this MOU.

A. **Coordination of Services** – The parties agree to streamline and to coordinate services for the benefit of job seekers and employers, and to annually evaluate and prioritize services consistent with the Area 16 Workforce Local and Regional Plan, and to fill service gaps where possible and to invent new approaches to better serve all clients.

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

C. **Accessibility** – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities as per WDA 16 Standard Operating Procedure (SOP).

D. **Absences** – Each partner will ensure that staff functions are covered in the event of leave as described in the WDA 16 Standard Operating Procedure (SOP).

**Article V: Methods of Referral**

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV will be made as outlined in the SOP.

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

## Article VI: Cost Sharing

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

1. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
	1. **Infrastructure –** Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.
	2. **Additional Costs** – Costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the delivery of career services, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).
2. **Cost Allocation—**The parties agree that Cost Allocation Summary table, as shown in **Attachment D,** accurately identifies the cost allocation bases and methods to calculate partners proportionate shares of costs determined through negotiations.

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

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

**2019-2020 Partner Cost Sharing ($) Summary from Attachment C**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Partner Cost** | **Belmont** | **Carroll** | **Harrison** | **Jefferson** | **WIOA16** |
| ODJFS  | 74,527  |   |   | 53,875  | 128,402  |
| WIOA Title I (Adult/ Dislocated Worker/ Youth) | 79,098  | 12,802  | 48,279  | 76,039  | 216,218  |
| CDJFS (TANF) | 8,862  | 12,770  | 6,438  | 3,439  | 31,509  |
|  Aspire (former ABLE) | 3,251  | 15,457  | 0  | 3,439  | 22,148  |
|  Opport. for OH w/Disab.  | 20,702  | 2,731  | 6,586  | 21,175  | 51,194  |
|  Older American Title V (SCSEP) \*Goodwill  | 3,251  | 0  | 0  | 3,439  | 6,690  |
|  CCMEP Youth Contract-Belmont CAC  | 20,702  | 0  | 0  | 0  | 20,702  |
|  Perkins Act Voc. Ed. Entity=Belmont College  | 3,251  | 0  | 0  | 0  | 3,251  |
|  Perkins Act Voc. Ed. Entity= Eastern Gateway  | 0  | 0  | 0  | 3,439  | 3,439  |
|  Perkins Act Voc. Ed. Entity= JVS  | 0  | 0  | 0  | 3,439  | 3,439  |
|  PIA  | 0  | 0  | 0  | 3,439  | 3,439  |
|  Carroll Co. Family & Children First  | 0  | 0  | 0  | 0  | 0  |
|  All State Trucking  | 7,698  | 0  | 0  | 0  | 7,698  |
|  JD Rockefeller Career Center  | 0  | 0  | 0  | 3,439  | 3,439  |
|  -  | 0  | 0  | 0  | 0  | 0  |
| **Total** | **221,342**  | **43,760**  | **61,303**  | **175,163**  | **501,568**  |

**2020-2021 Partner Cost Sharing ($) Summary from Attachment C**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Partner Cost** | **Belmont** | **Carroll** | **Harrison** | **Jefferson** | **WIOA16** |
| ODJFS  | 77,414  |   |   | 53,875  | 127,072  |
| WIOA Title I (Adult/ Dislocated Worker/ Youth) | 82,076  | 11,968  | 48,279  | 76,040 | 214,189  |
| CDJFS (TANF) | 9,199  | 11,935  | 6,438  | 3,439  | 30,530  |
|  Aspire (former ABLE) | 3,386  | 14,744  | 0  | 3,439  | 21,354  |
|  Opport. for OH w/Disab.  | 21,504  | 2,713  | 6,586  | 21,175  | 50,807  |
|  Older American Title V (SCSEP) \*Goodwill  | 3,386  | 0  | 0  | 3,439  | 6,610 |
|  CCMEP Youth Contract-Belmont CAC  | 21,504  | 0  | 0  | 0  | 20,333  |
|  Perkins Act Voc. Ed. Entity=Belmont College  | 3,386  | 0  | 0  | 0  | 3,170 |
|  Perkins Act Voc. Ed. Entity= Eastern Gateway  | 0  | 0  | 0  | 3,439  | 3,439  |
|  Perkins Act Voc. Ed. Entity= JVS  | 0  | 0  | 0  | 3,439  | 3,439  |
|  PIA  | 0  | 0  | 0  | 3,439  | 3,439  |
|  Carroll Co. Family & Children First  | 0  | 0  | 0  | 0  | 0  |
|  All State Trucking  | 7,961  | 0  | 0  | 0  | 7,651  |
|  **Rosedale Tech** | 0  | 0  | 0  | **3,439** | 3,439  |
| **Total** | **229,815**  | **41,360**  | **61,303**  | **175,164**  | **510,372**  |

**10/12/2020 Revision for Year 2 2020-2021**

|  |  |  |
| --- | --- | --- |
| **Partner Cost** | **Belmont Original Year 2** | **Belmont Revised Year 2** |
| ODJFS  | 77,414  | 78,242 |
| WIOA Title I (Adult/ Dislocated Worker/ Youth) | 82,076  | 83,187 |
| CDJFS (TANF) | 9,199  | 9,313 |
|  Aspire (former ABLE) | 3,386  | 3,398 |
|  Opport. for OH w/Disab.  | 21,504  | 21,734 |
|  Older American Title V (SCSEP) \*Goodwill  | 3,386  | 3,398 |
|  CCMEP Youth Contract-Belmont CAC  | 21,504  | 21,734 |
|  Perkins Act Voc. Ed. Entity=Belmont College  | 3,386  | 3,398 |
|  Perkins Act Voc. Ed. Entity= Eastern Gateway  | 0  | 0 |
|  Perkins Act Voc. Ed. Entity= JVS  | 0  | 0 |
|  PIA  | 0  | 0 |
|  Carroll Co. Family & Children First  | 0  | 0 |
|  All State Trucking  | 7,961  | 8,142 |
|  **Rosedale Tech** | 0  | 0 |
| **Total** | **229,815**  | **232,545** |

1. **State Infrastructure Funding Mechanism** – All parties acknowledge that if consensus agreement on shared infrastructure costs cannot be reached by May 31 of the current MOU period listed in Article II, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner’s proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. **If** implemented, the state-calculated infrastructure budget with the partners’ proportionate share of costs will be included in this MOU as **Attachment E** The State infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.
2. **Budget** – As stated, CFIS Report CT-611, included as **Attachment C** captures the costs negotiated for this MOU and includes the cost pools, expense types and allocated costs for each partner. Quarterly adjustments to the Budget as a result of reconciliation will not require an amendment to this MOU.

## Article VII: Termination/Separation

1. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, unless:
	1. All parties mutually agree to terminate this MOU;
	2. WIOA and the corresponding regulations are repealed; or;
	3. Local area designations are changed.
2. **Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the Board. In such an event:
	1. Board will provide written notice to all remaining partners and to OWD Grants Management.
	2. The Board and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners’ shared cost amounts.
	3. The Board will amend this MOU per Article VIII and the Fiscal Agent will prepare a revised budget document
	4. All parties must agree to the revised budget or reconvene to negotiate a new budget within 60 days of the date notice was received from the separating partner.

#### Effect of Termination

* 1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
		1. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
		2. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
		3. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
		4. Must be reported to OWD Grants Management and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL must be notified.
		5. May be subject to sanctions by the state and/or federal agency that administers the partner program.
		6. Must make best efforts to find another entity that will fulfill the required partner role and/or make recommendations to the Board and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
		7. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to the submission of written notice to the Board. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner and to OWD Grants Management.
	2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

## Article VIII: Amendment

1. This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
	1. The addition or removal of a partner from this MOU.
	2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
	3. A change that significantly alters negotiated terms to this MOU—including, but not limited to— changes in shared services, service delivery, referral methods, costs or cost sharing.
	4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
2. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the Board, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
	1. The party seeking an amendment will submit a written request to the Board that includes:
		1. The requesting party’s name.
		2. The reason(s) for the amendment request.
		3. Each Article and Section of this MOU that will require revision.
		4. The desired date for the amendment to be effective.
		5. The signature of the requesting party’s authorized representative.
	2. If the request is approved, the Board will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the Board. No response by a partner will be considered approval of the requested changes.
	3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the Board in writing within the specified timeframe.
	4. The Board will provide a written response to the partner within 15 days of receipt of the partner’s questions. The Board will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
	5. The final, approved amendment will be signed by authorized representatives of the affected partners then submitted to the Board for final signature unless it is an amendment that requires the signatures of all parties, in which case, Board must secure all local signatures and submit to ODJFS for final signature.
	6. The Board will distribute copies of the fully executed amendment to all parties and to OWD.
3. This writing is the entire agreement among the parties with respect to each party’s role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
4. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
5. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the Board, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

## Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law. All parties further acknowledge that service delivery and other activities carried out under this MOU will involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

1. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the OhioMeansJobs Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
2. Further, all parties will develop procedures to implement the safeguards listed below, which are required across federal and state confidentiality laws. All parties will also ensure their respective staff members are effectively trained on such procedures and follow them. The safeguards include:
	1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
	2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that identifies and describes the confidential data, the partner staff member who is the authorized representative for purposes related to partner program data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under applicable federal and state confidentiality laws.
	3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
	4. Segregating each partner program’s confidential data from other data.
	5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
	6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
	7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
	8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
	9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de- identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
3. The Board will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.

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

## Article X: Dispute Resolution

1. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
	1. Facilitated by the Staff to the Board, meet within 10 days of identifying any issues.
	2. Work cooperatively to resolve the dispute or concern.
	3. Develop a written agreement, within 30 days of the initial dispute being identified, to be signed by all impacted parties.
	4. If an agreement cannot be reached in this timeline, seek ODJFS facilitation for dispute resolution.
2. The Board and/or partners may ask OWD and other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.
3. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the Board will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
4. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required to initiate the State Infrastructure Funding Mechanism as outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
5. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that the Board and partners have failed to execute an MOU.

## Article XI: Safety and Security

1. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
2. At a minimum, Boards will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;
* Maintenance of insurance against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent of actual replacement value through responsible insurance carriers licensed to do business in Ohio.
* Maintenance of a good state of repair at each OhioMeansJobs center, including, but not limited to: exterior walls; roof; structural portions of the building; windows and sashes; entrance doors; fire escapes; sprinkler systems and controls; heating, ventilation, and air conditioning systems; inside stairways and elevators; electrical and plumbing facilities; and custodial services.
* Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
* Routine fire and tornado drills.
* Installation of locks on the doors of offices assigned to staff members, who will each be provided a key for each lock. Boards will further ensure that no additional copies of the keys will be kept by local staff members to ensure the protection of any confidential data that may be maintained by partner staff members.
* Maintenance of heating and air conditioning.
* Maintenance of hot and cold running water.
* Maintenance of proper lighting at all workstations and in all offices.
* Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
* Timely removal of snow and ice from sidewalks and parking areas on or adjacent to OhioMeansJobs centers.
1. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
2. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party’s administrative office who will be notified of any safety or personnel concerns.
3. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

## Article XII: Limitation of Liability

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

## Article XIII: General Provisions

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

1. **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.
2. **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.
3. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
4. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

#### Fair Labor Standards and Employment Practices

* 1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
	2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
	3. Each party agrees to post notices affirming compliance with all applicable federal and state non- discrimination laws in conspicuous places accessible to all employees and applicants for employment.
	4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
1. **Civil Rights Assurance**. All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
2. **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.
3. **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.
4. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
5. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General’s office, determines that participation would not be contrary to public interest.
6. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. **Qualifications to Conduct Business** – Each party affirms that it and any and all sub recipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its sub recipients or subcontractors for any reason, become disqualified from conducting business in Ohio, the affected party will notify Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

## Article XIIV: Partial Invalidity

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

## Article XV: Counterpart

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

**Memorandum of Understanding**

**for**

**Local Area 16**

**Workforce Development System**

**(SFY) 2019-2021**

**SEE SIGNATURE ATTACHMENT**

**Signature Page**

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

***Local Area 16 Workforce Development Board***

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Printed Name & Title

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Signature Date

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

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Signature Date

**Ohio Department of Job and Family Services** *State Workforce Agency and Required Partner for**Wagner-Peyser, Trade Act, Disabled Veterans’ Outreach*

*Program, Local Veterans’ Employment Representative, and Unemployment Insurance*

John McClure, Program Administrator 2

Office of Workforce Development

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**Carroll County Department of Jobs and Family Service** *Local Required Partner for WIOA Adult/Dislocated Worker and TANF*

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**SEE SIGNATURE ATTACHMENT**

**Local Area 16 MOU Signature Page (Continued)**

**Harrison County Department of Jobs and Family Service** *Local Required Partner for WIOA Adult/Dislocated Worker and TANF*

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Signature Date

**Belmont County Board of Commissioners**

*COG, WDB16 Board appointments, approval of financial transactions and contracts*

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Signature Date

**Harrison County Board of Commissioners**

*COG, WDB16 Board appointments, approval of financial transactions and contracts*

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Signature Date

**Jefferson County Department of Jobs and Family Service** *Local Required Partner for WIOA Adult/Dislocated Worker and TANF*

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Printed Name & Title

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Signature Date

**Carroll County Board of Commissioners**

*COG, WDB16 Board appointments, approval of financial transactions and contracts*

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Signature Date

**Jefferson County Board of Commissioners**

*COG, WDB16 Board appointments, approval of financial transactions and contracts*

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Signature Date

**SEE SIGNATURE ATTACHMENT**

**Local Area 16MOU Signature Page (Continued)**

**Carroll Co Family and Children First Council**

*Youth Services*

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Signature Date

**Belmont College**

*Carl D. Perkins Vocational and APPLIED Technology Education Act*

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Signature Date

**Jefferson Co Community Action Council Inc.**

*WIOA Title 1 Provider. OMJ Center, CCMEP*

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Signature Date

**Eastern Gateway Community College**

*Carl D. Perkins Vocational and APPLIED Technology Education Act*

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Signature Date

**Zanesville Welfare Organization and Goodwill Industries Inc.**

*Older Americas Act Title V and Senior Community Service Employment Program (SCSEP)*

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Signature Date

**Jefferson Co JVS**

*Secondary and post-secondary vocational and credential training*

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Signature Date

**SEE SIGNATURE ATTACHMENT**

**Local Area 16 MOU Signature Page (Continued)**

**PIA Jump Start**

*Training Provider CDL*

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Signature Date

**Eastern Gateway Community College**

*WIOA Title II Adult Education and Literacy (ASPIRE)*

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Signature Date

*Community Action Commission of Belmont Co*

**Opportunities of Ohioans with Disabilities (OOD)**

*Rehabilitation Act, Title 1 Vocational Rehabilitation*

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Signature Date

**All State Career School**

Training Proved CDL

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Signature Date

# Local Area 16 MOU Signature Page ODJFS Administration

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

Bruce Madson, ODJFS Assistant Director Date

End of Signatures

**Attachments:**

1. Career Services State Policy WIOAPL 15-08 and Partner Chart
2. Workflow Diagram
3. Budget (CFIS CT-611)
4. Infrastructure Funding Agreement (IFA)- This is embedded in the MOU in Article VI: Cost Share, State Infrastructure Funding Mechanism
5. State Infrastructure Funding Mechanism (if needed)