**Memorandum of Understanding**

**Local Workforce Development Area \_\_\_**

**One-Stop Service Delivery System**

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 Local Workforce Development Area \_\_\_ as required under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Parties to this Agreement include:

|  |  |  |  |
| --- | --- | --- | --- |
| **Partners** | | | |
| **Partner Name** | **Program** | **Program Authority** | **On-Site** |
|  |  |  |  |

**Article I: One-Stop System Description**

Area’s One-Stop system consists of \_\_:

|  |  |
| --- | --- |
| **Comprehensive CareerForce Center** | **Address** |
|  |  |
| **Affiliate CareerForce Center** | **Address** |
|  |  |

**B. Administrative Structure**

1. State Workforce Agency: Minnesota Department of Employment & Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101.

2. Administrative Entity:

3. Fiscal Agent:

4. Chief Elected Official:

5. One-Stop Operator:

**Article II: Agreement Period**

A. This MOU will be in effect from July 1, 2020, until June 30, 2023.

B. A renewal of this MOU will be executed in order to remain compliant with WIOA Section 121(c). In the event that the renewal MOU will not be fully executed and effective on the date this MOU expires, the appeal process described in Article X of this document must be initiated.

**Article III: Partner Responsibilities**

A. All parties to this MOU will assume the responsibilities identified below, unless otherwise specified in this Article.

1. Make the career 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 a Comprehensive One-Stop Center (i.e. CareerForce Center); and

b. Provide the services required under WIOA Section 121(e).

3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate in a One-Stop Center.

4. Participate in the operation of the One-Stop Centers in accordance with the terms of this MOU.

B. In addition to the minimum responsibilities required under WIOA 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 WIOA 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 LWDB of any changes to the rules governing its respective program that impact the partner’s performance under this MOU.

3. Each partner must ensure compliance with One-Stop Center policies and procedures published on the DEED policy website.

### Article IV: Programs, Services, Activities & Method of Referrals

**Partner Services:** This identifies the services each required partner will provide and the method(s) of service delivery and referrals each partner will use.

**Program Name:**

**Partner Name:**

**Services Provided:**

**Service Delivery Method:**

**Method of Referral:**

**Article V: Programmatic Accessibility**

All partners agree to utilize methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system. Method descriptions include but are not limited to:

**Technology** –

**Materials** –

**Article VI: Funding/Resource Sharing**

A. **One-Stop Funding/Resource Sharing Requirements:**

1. WIOA section 121 (c) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop Centers 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 Center 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 Center(s) operating costs, the projected cost amounts, and each party’s method of funding its fair share of those costs are identified in the cost sharing agreements, which are attached to this MOU and hereby incorporated.

C. **Changes to cost sharing agreements:**

1. All parties expressly understand and agree that the initial costs listed in the cost sharing agreements will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU.
2. Updates to the cost sharing agreements will require an amendment to this MOU.
3. Any time a cost sharing agreement is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified Agreement.

**Article VII: Termination/Separation**

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

1. All parties mutually agree to terminate this MOU.

2. WIOA regulations are repealed.

3. Local area designations are changed.

B. **Partner Separation:** As stated in the Recitals, WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may request to terminate its participation as a party to this MOU. In such an event, the LWDB will provide written notice within sixty (60) days of the request to all remaining partners. The LWDB will amend this MOU per Article VIII if the termination request is granted. 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 WIOA 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 LWDB 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 funding or the authority to administer the federal or state program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121 must send written notice of the change in status to the LWDB as soon as possible. LWDB will forward the notice to DEED. 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 LWDB, chief elected officials, and the remaining partners.

**Article VIII: Amendment and Renewal**

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. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
4. A change in the services, service delivery methods currently utilized, or referral methods.
5. A change in a cost sharing agreement.
6. If funding cuts by one or more programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated.

B. All parties agree that amendments need only be signed by authorized representatives of the LWDB, the Chief Elected Officials, and the affected partner(s). All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWDB 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 LWDB will notify the remaining parties of the intent to amend and will provide each remaining party fifteen (15) 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 LWDB. 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 LWDB within the specified timeframe.

4. LWDB will review the listed questions/concerns and will issue a response within thirty (30) days of receipt of the list. If LWDB 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 LWDB for the final signature.

6. LWDB will distribute copies of the fully executed amendment to all parties and to DEED 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 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. The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services

**Article IX: Confidentiality**

A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information.

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 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.

**Article X: Impasse—Dispute Resolution**

In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the following process must be followed:

1. The LWDB and partners must document the negotiations and efforts that have taken place in the MOU. The State Board, One-Stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism described in 20 CFR 678.730.
2. The LWDB must report failure to execute an MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner's program (20 CFR 361.510).
3. If necessary, the State Board will act as mediator to assist all parties to come to agreement on an MOU.
4. If after mediation an impasse still exists, the State Board will approve an MOU that will be binding to all parties included in the MOU.

**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 DEED. 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. **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.

D. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Minnesota’s ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with Minnesota Ethics laws.

**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.

**MEMORANDUM OF UNDERSTANDING**

**LOCAL AREA \_\_**

**ONE-STOP PARTNERS**

**Signature Page**

***By signing below, all parties mutually agree to the terms prescribed herein.***