

046-17

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANNE ARUNDEL COUNTY LOCAL WORKFORCE DEVELOPMENT AREA**  
**AND**  
**ANNE ARUNDEL COUNTY CAREER CENTER PARTNERS**  
**AND**  
**ANNE ARUNDEL COUNTY, MARYLAND**  
**2017-2018**

WHEREAS: This Memorandum of Understanding (MOU) is executed between the Anne Arundel County Local Workforce Development Board, the Anne Arundel County Career Center Partners, and Anne Arundel County, Maryland. They are collectively referred to as the "Parties."

WHEREAS: This MOU is developed to memorialize the understanding of the Parties regarding the operation and management of the Anne Arundel County Career Centers in Anne Arundel County (the "Local Area"). The Anne Arundel County Local Workforce Development Board (the "Board") provides local oversight of workforce programming for the Local Area.

WHEREAS: In accordance with Section 121 of the Workforce Innovation and Opportunity Act (WIOA), the Anne Arundel County Local Workforce Development Board as the Local Board, with the agreement of the County Executive, will select the One-Stop Operator for the Anne Arundel County Local Workforce Development Area by June 30, 2017.

WHEREAS: In accordance with Section 121(b) of WIOA, the following entities, collectively known as the Anne Arundel County Career Center Partners, (the "Partners") will implement the laws and programs in the Local Area parenthetically identified:

- The Maryland Department of Labor, Licensing and Regulation (WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, Migrant and Seasonal Farm Worker Program, and Unemployment Insurance);
- The Maryland State Department of Education's Division of Rehabilitation Services (WIOA Title IV; Title I of the Rehabilitation Act of 1973);
- The Maryland Department of Human Resources (42 U.S.C. 601, et seq, also known as Temporary Assistance for Needy Families) / The Anne Arundel County Department of Social Services;
- The Anne Arundel Workforce Development Corporation (Title I Adult, Dislocated Worker, and Youth services and County authorized Workforce Development Administrator, pursuant to Title 14 of the Anne Arundel County Code);

- Senior Service America, Inc. (Senior Community Service Employment Program);
- Anne Arundel County Public Schools (Local provider of WIOA Title II Adult Education and Family Literacy Act Program services and Carl D. Perkins Career and Technical Education Act provider at the secondary education level);
- Anne Arundel Community College (Local provider of WIOA Title II Adult Education and Family Literacy Act Program services and Carl D. Perkins Career and Technical Education Act provider at the post-secondary education level);
- Adams & Associates, Inc. (Local operator of Job Corps services);
- Anne Arundel County Community Action Agency (Local administrator of Community Block grant funds);
- The Housing Commission of Anne Arundel County;
- Anne Arundel County, Maryland and its department, the Anne Arundel County Partnership for Children, Youth and Families (Local Management Board authorized by the Governor's Office for Children)
- Anne Arundel Economic Development Corporation

WHEREAS: These entities are collectively referred to, as "the Anne Arundel County Career Center Partners, proud partners of the American Job Center networks." Each entity is considered a partner to this MOU.

NOW THEREFORE, to initiate operation and management of the Anne Arundel County Career Centers, the parties agree as follows.

### **Terms and Conditions**

#### **I. Duration of MOU**

This MOU shall take effect January 1, 2017 and will terminate no later than December 31, 2018, unless terminated earlier by any of the Parties to this MOU, in accordance with Section XII. The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA, or needed, at the request of the Partners.

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

#### **II. Convening of Parties**

The Board designates Kirkland Murray, President and CEO of AAWDC, as convener of the Parties. The Convener is responsible for ensuring that all Parties to the MOU had an opportunity to fully participate in the crafting of this MOU.

#### **III. System Overview**

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

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

The Parties acknowledge that the goals of the Local Plan are consistent with the vision presented in the State's workforce plan. The Local Plan reflects the County Executive's vision to make Anne Arundel County the best place in Maryland to live, work, and start a business. To these ends, the Partners commit to:

- Engage Businesses – collaborate with businesses to determine local and regional hiring needs, design innovative initiatives and trainings that are responsive to those needs, and get candidates on a career path.
- Work and Learn Training – work with businesses to offer a variety of hands-on, work-based learning opportunities that create a pipeline of candidates with the experience and skills that businesses require.
- Smart Choices – analyze local and regional labor market data to drive in-demand services to businesses and candidates.
- Measuring Matters – continuously evaluate training, employment, and earnings outcomes to ensure excellent services and positive economic impact.
- Career Progression – collaborate with businesses and Partners to design and deliver pathways that prepare candidates to reach their full potential.
- Opening Doors – determine and address systemic barriers to employment.
- Regional Partnerships – bring together partners to develop a strong regional economy.

#### **IV. Performance Requirements & Data Sharing**

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

#### **V. Services Offered through the Anne Arundel County Career Center System**

The Parties agree to build an efficient workforce system through the sharing of information, increased collaboration, staff training and streamlining service delivery to maximize partner

strengths and improve customer flow and access. Consistent with Section 121(b)(1) of WIOA, the Partners will provide access to programs or activities carried out by the entity through the Career Center delivery system in the Local Area.

This delivery system includes the Anne Arundel County Career Centers. The Anne Arundel County Career Centers are as follows:

<b>Career Center</b>	<b>Type of Center</b>	<b>On-Site Partners</b>
Glen Burnie Career Center	Comprehensive	<ul style="list-style-type: none"> <li>• Anne Arundel Workforce Development Corporation (AAWDC)</li> <li>• Department of Labor, Licensing and Regulation (DLLR)</li> <li>• Division of Rehabilitation Services (DORS)</li> </ul>
Arnold Station Career Center	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> </ul>
Arundel Mills Sales & Service Training Center	Affiliate	<ul style="list-style-type: none"> <li>• Anne Arundel Community College (AACC)</li> <li>• AAWDC</li> <li>• DLLR</li> </ul>
BWI Workforce and Commuter Resource Center	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> </ul>
Ft. Meade Outreach Center	Affiliate	<ul style="list-style-type: none"> <li>• DLLR</li> </ul>
JobsWork! Arundel Annapolis	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> <li>• Anne Arundel Department of Social Services (DSS)</li> </ul>
JobsWork! Arundel Glen Burnie	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> <li>• DSS</li> </ul>
Laurel Regional Workforce Center *	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> <li>• DLLR</li> </ul>
Youth Employment Services Center	Affiliate	<ul style="list-style-type: none"> <li>• AAWDC</li> </ul>

\* A collaboration with three local areas and the DLLR; only Anne Arundel County partners listed.

The Career Center system will be overseen by the Career Center workgroup, which will report to the Alignment Committee of the Board. This workgroup consists of representatives from the DLLR, DORS, DSS, AACC, and AAWDC. It will meet regularly to implement the customer-centric design service model described in the Anne Arundel County Workforce Innovation and Opportunity Act Local Plan for 2016-2020. The Local Plan is incorporated by reference.

The Anne Arundel County Business Services Team will oversee services to businesses in the Local Area. The team consists of representatives from the DLLR, AAWDC, DORS, and the Anne Arundel Economic Development Corporation. The Team provides recruitments, job fairs, and other services in the Career Center system. Additionally, the Team will receive

access to the Salesforce system to make sure that information is being shared in the most efficient way.

A. The Career Center System Partners in the Local Area offer customers a wide variety of career development. The Partners commit to:

- (1) Ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the Career Center system.
- (2) Provide access through the Career Center delivery system to such programs or activities, including making career serviced provided under the Partner's program, available.
- (3) Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.
- (4) Participate in the operation of the Career Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.
- (5) Participate as members of the Local Board and/or one of its committees, consistent with the requirements of Section 107(b)(2).

B. The Career Center Partners in the Local Area each make specific commitments to engage clients and customers in the Local Area in meaningful services that enhance Anne Arundel County as the best place in Maryland to live, work, and start a business.

(1) The Board will:

- Develop strategies for aligning technology and data systems across the Partners.
- Establish policies and procedures to implement the provisions of WIOA Title I as needed.
- Develop a common referral process for all Partners in the Career Center system.

(2) The Career Center workgroup will:

- Provide management oversight of the Career Center system, as directed by the Board.
- Provide cross-training opportunities for Partner staff members.

- Oversee joint delivery of the following services to ensure that services are not duplicated across the Partners:
  - Service eligibility;
  - Outreach, intake, and orientation;
  - Initial assessment of clients;
  - Program referrals;
  - Access to supportive services and community resources;
  - Comprehensive assessment;
  - Workforce preparation activities; and
  - Job readiness training activities.
- Assist the Partners in coordinating services between Partners where two or more Partners share a common client.

(3) The Partners will provide shared staff to the Career Centers as follows:

- Front Desk Coordinator at Glen Burnie Career Center – shared cost between DLLR, AAWDC, and DORS.
- Disability Navigator – shared cost between AAWDC and DORS.

(4) The Department of Labor, Licensing and Regulation will:

- Provide the following services to eligible clients:
  - Labor Exchange services, to include a computerized career information system (i.e. the Maryland Workforce Exchange);
  - Labor market information;
  - Unemployment insurance information and assistance;
  - Out-of-area job search services;
  - Incumbent worker training; and
  - Business services and outreach.
- Provide the following services to eligible veterans through the Jobs for Veterans State Grant:
  - Employment and training services;
  - Case management to veterans with significant barriers to employment; and
  - Assist veterans with transition into the civilian workforce.
- Provide the following services to eligible clients through the Trade Act:
  - Labor market information;
  - Individual employment planning services;
  - Career planning and counseling services;
  - Short-term prevocational services;
  - Occupational skills training;
  - Programs that combine workplace training with related instruction;
  - Private sector training programs;
  - Skill upgrading and retraining services;
  - Entrepreneurial training;
  - Income support services through TRA; and

- Relocation assistance.
- The Division of Unemployment Insurance will provide the following services:
  - Direct point-of-contact with the Division's Inquiry-Correspondence Unit to assist with general concerns regarding Unemployment Insurance matters and to facilitate claims filing by telephone or online;
  - Training or assistance to staff to provide a general understanding of the unemployment insurance claims filing process;
  - Informational pamphlets regarding Unemployment Insurance;
  - Coordinating Rapid Response services with the Dislocation Services Unit, when requested; and
  - Access to relevant Unemployment Insurance data in compliance with Federal confidentiality requirements.
- Assist migrant and seasonal farm workers (MSFWs) and their dependents attain greater economic stability by providing training and job search assistance.
- Co-locate with Partners when appropriate to enhance access to services.
- Provide performance data to the One-Stop Operator for reporting purposes.
- Profile Unemployment Insurance claimants for ROW workshops and re-employment services.
- Participate in Rapid Response mass layoff events.
- Engage employers through DLLR's Business Services staff.

(5) The Division of Rehabilitation Services will:

- Provide the following services to those clients who are both eligible to receive services and who meet the Division's Order of Selection criteria:
  - Intake, orientation, assessment;
  - Development of an Individualized Plan for Employment;
  - Guidance and counseling, physical restoration, and training to those financially eligible;
  - Pre-Employment Transition Services for students with disabilities as defined by WIOA;
  - Follow-up services; and
  - Supported Employment services.
- Provide performance information as required by WIOA.
- Provide cross-training and technical assistance to workforce staff on disability issues and assistive technology.
- Co-locate with Partners when appropriate to enhance access to services.
- Engage employers through the Division's Business Liaisons.

(6) The Anne Arundel Department of Social Services will:

- Provide the following services to eligible clients:
  - Work experience services; and
  - Workforce preparation activities.

- Provide access to federal and state public assistance benefits.
- Provide referral services to workforce support services.
- Provide information and financial support for job seekers.
- Provide performance information as required by WIOA.
- Co-locate with Partners when appropriate to enhance access to services.

(7) The Anne Arundel Workforce Development Corporation will:

- Provide the following services to eligible clients:
  - Labor market information;
  - Individual employment planning services;
  - Career planning and counseling services;
  - Short-term prevocational services;
  - Work experience services;
  - Financial literacy services;
  - Occupational skills training;
  - Work and learn training;
  - Programs that combine workplace training with related instruction;
  - Private sector training programs;
  - Skill upgrading and retraining services;
  - Entrepreneurial training;
  - Customized training; and
  - Incumbent worker training.
- Act as Fiscal Agent for the Career Center system.
- Act as MIS Administrator for the Maryland Workforce Exchange.
- Provide or procure a vendor for all fourteen elements of youth services per Section 129(c)(2) of WIOA.
- Provide Salesforce access to Partners in the Business Services Team.
- Engage employers through AAWDC's Business Solutions Team.
- Provide performance information as required by WIOA.
- Co-locate with Partners when appropriate.

(8) Senior Service America, Inc. will:

- Provide the following services to eligible clients:
  - Labor market information;
  - Individual employment planning services;
  - Career planning and counseling services;
  - Short-term prevocational services;
  - Work experience services;
  - Occupational skills training; and
  - Skill upgrading and retraining services.
- Provide Senior Aide to the Anne Arundel County Career Centers as needed.
- Provide outreach, intake, and orientation sessions for interested candidates.



- Provide information and referrals to WIOA services and partners.
- (9) The Anne Arundel County Public Schools will:
- Utilize Labor Market Information, provided by the Partners, to support program enhancement decisions.
  - Identify and embed industry certification opportunities into current CTE programs when appropriate, as identified by the Board or Partners as most needed or relevant.
  - Provide National External Diploma Program to eligible clients.
  - Provide the following services to eligible clients:
    - English language acquisition services; and
    - Adult education services.
  - Provide a systematic instructional program in career development, by implementing the Maryland Career Development Framework in grades Pre-K through 12.
  - Ensure students have an appropriate understanding of workplace expectations by providing learning experiences for high school students through job shadowing, employment interviews, workplace tours, and internship opportunities.
  - Offer rigorous and relevant CTE programs, which provide industry certification and college credit, in high-demand, high-wage, high-skill careers at 15 Anne Arundel County Public Schools high school sites.
- (10) The Anne Arundel Community College will:
- Provide the following services to eligible clients:
    - English language acquisition services;
    - Adult education services;
    - Pre-vocational skills training;
    - Occupational skills training;
    - Skill upgrading and retraining services;
    - Customized training; and
    - Incumbent worker training.
  - Refer eligible clients to the Anne Arundel County Literacy Council for adult education and literacy services as needed.
  - Provide information, assessments, and referrals to Partners as appropriate.
  - Provide performance information as required by WIOA.
- (11) Adams & Associates will:
- Provide the following services at its own facility (Woodland Job Corps, 3300 Fort Meade Road, Laurel, MD 20724) to eligible clients:
    - Academic, vocational, employability, and social skills training; and
    - Work-based learning, recreation, and counseling services.
  - Provide outreach, intake, and orientation sessions for interested candidates.

- Provide WIOA core services applicable to the Job Corps program that augment the basic labor exchange services traditionally provided under Wagner-Peyser.
  - Provide information, assessments, and referrals to WIOA services and partners.
- (12) Anne Arundel Community Action Agency will:
- Provide the following services to eligible clients:
    - Comprehensive case management focuses on creating short and long range goals, including financial education, employment, credential obtainment, and home ownership;
    - Housing counseling and eviction prevention;
    - Comprehensive workforce preparation activities, including job readiness and life skills training; and
    - Behavioral and mental health counseling to eligible youth.
  - Provide temporary rent assistance to eligible clients.
  - Provide assistance to eligible clients to lower heat and electricity costs.
  - Provide information and referrals to Partners as appropriate.
- (13) The Housing Commission of Anne Arundel County will:
- Provide a location for on-site service provision at Meade Village and Freetown Village.
  - Provide referrals of affordable housing clients via the CHOICES and Family Self-Sufficiency Program.
- (14) Anne Arundel County, Maryland and its department, the Anne Arundel County Partnership for Children, Youth and Families will:
- Provide the following services to eligible clients:
    - Family Navigation;
    - Earn Benefits assessment; and
    - Referral to supportive services.
      - Basic needs and services
      - Health care
      - Behavioral health
      - Emergency financial assistance
      - Childcare
      - Housing
      - Utility bills
      - Expungement services
      - Food
  - Provide information and referrals to Partners as appropriate.

- (15) The Anne Arundel Economic Development Corporation will:
- Provide assistance to AAWDC and DLLR in the provision of labor market information to appropriate businesses and clients.

**C. Accessibility**

- (1) The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 174 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.
- (2) The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based on race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, the status of the individual as a participant.
- (5) The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in program and activities or receiving funds under WIOA Title II are not subject to the same requirement.

## **VI. Referral Arrangements**

The primary goal of the Career Center system is to provide seamless delivery of services to both job seeker clients and business customers. A successful referral process requires that all Partners be knowledgeable on system-wide service. The Partners agree to support and cross-train staff and to participate in efforts to streamline referrals for the benefit of clients and customers.

The Career Center workgroup will play a key role in developing, assisting, and distributing referrals between the Partners. Referrals may occur several ways, including, but not limited to:

- Client-initiated referrals
  - Accessing online referrals system through the Maryland Workforce Exchange and Partner websites;
  - Partner information listed in a common database; and
  - Partner marketing materials and literature.
- Staff-assisted referrals
  - Informal referrals conducted by staff verbally;
  - Formal referral conducted by online or paper form; and
  - Appointment scheduled with Partner staff.

## **VII. Resource Sharing Agreement**

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

The terms and conditions of the RSA will be negotiated and finalized by June 30, 2017. The RSA will be labeled Exhibit 2 and will be made a part of this MOU upon its completion.

### **A. Cost Allocation Methodology**

The Parties agree to the extent feasible to align individual agency resources to support workforce development systems integration, when and where appropriate. The shared costs, the allocation method, and each Party's share are identified in the attached RSA.

### **B. In-Kind Arrangements**

The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to be all of the Parties and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. The details of In-Kind contributions are documented in the attached RSA.

**C. RSA Fiscal Agent**

AAWDC is designated by all Parties to the RSA as the Fiscal Agent, consistent with this MOU.

**D. Career Center Shared Space**

The leases or agreements for the Career Center space(s) will be attached as Exhibit 3 at the time that the RSA is attached as Exhibit 2. Exhibit 3 will demonstrate the negotiation of shared infrastructure costs. Exhibit 3 will be made a part of this MOU once it is attached.

**VIII. Dispute Resolution Process**

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

**IX. Applicable Law**

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

**X. Confidentiality**

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

to the extent such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

#### **XI. Modification**

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

#### **XII. Termination**

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

- (1) All Parties mutually agree to terminate this MOU prior to the end date.
- (2) Federal oversight agencies charged with the administration of WIOA fails to appropriate funds or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to this MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.
- (3) WIOA is repealed or superseded by subsequent federal law.
- (4) Local area designation is changed under WIOA.
- (5) A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

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

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

**XIII. Non-Assignment**

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

**XIV. Severability**

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

**XV. Fair Practices Certification**

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

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

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

**XVII. Drug and Alcohol Free Workplace**

The Parties certify they will comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 C.F.R. 192 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 29 C.F.R. 98, Subpart F.I.

**XVIII. Certification Regarding Lobbying**

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

**XIX. Debarment and Suspension**

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

**XX. Priority of Service**

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

**XXI. Buy American Provision**

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

**XXII. Human Trafficking**

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

**XXIII. Salary Compensation and Bonus Limitations**

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06, 19-14, and 17-15 and Public Law 113-6, Division F, Title I, Sections 1101(a)(4), 1102), 112-74 (Division F, Title I, Section 105) restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.



**XXIV. Signatures**

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

Witness:



For the Anne Arundel County Local Workforce Development Board



H. Walter Townshend, Chairman

Witness:



For Anne Arundel County, Maryland

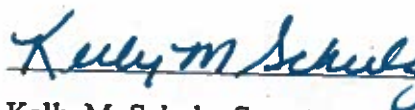


S Mark D. Hartzell  
Chief Administrative Officer

Witness:



For the Maryland Department of Labor, Licensing and Regulation



Kelly M. Schulz, Secretary

Witness:

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For the Maryland State Department of Education's Division of Rehabilitation Services

---

Suzanne Page, Assistant State Superintendent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Office of Law

12/21/10

Date

**XXIV. Signatures**

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Witness:



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For the Anne Arundel County Local  
Workforce Development Board



---

H. Walter Townshend, Chairman

Witness:

---

For Anne Arundel County, Maryland

---

Steven R. Schuh, County Executive

Witness:

Approved as to form and legal sufficiency:



---

Assistant Attorney General  
Department of Labor, Licensing and  
Regulation

Witness:

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For the Maryland Department of Labor,  
Licensing and Regulation

---

Kelly M. Schulz, Secretary

For the Maryland State Department of  
Education's Division of Rehabilitation  
Services

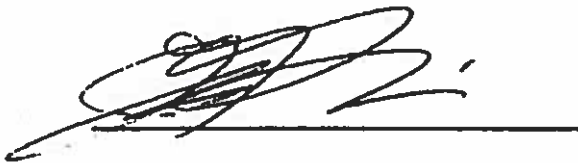
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Suzanne Page, Assistant State  
Superintendent

**XXIV. Signatures**

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**Witness:**



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**For the Anne Arundel County Local  
Workforce Development Board**



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**H. Walter Townshend, Chairman**

**Witness:**

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**For Anne Arundel County, Maryland**

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**Steven R. Schuh, County Executive**

**Witness:**

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**For the Maryland Department of Labor,  
Licensing and Regulation**

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**Kelly M. Schulz, Secretary**

**Witness:**



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**For the Maryland State Department of  
Education's Division of Rehabilitation  
Services**



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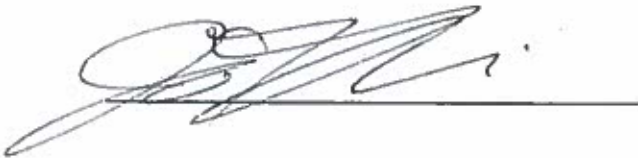
**Suzanne Page, Assistant State  
Superintendent**

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Suzanne Page, Assistant State  
Superintendent

Witness:

For the Maryland Department of Human  
Resources/ The Anne Arundel County  
Department of Social Services



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*Carnitra White* 105  
Carnitra White, Director

Witness:

For the Anne Arundel Workforce  
Development Corporation

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---

Kirkland Murray, President and CEO

Witness:

For Senior Service America, Inc.

---

---

Anthony R. Sarmiento, Executive Director

Witness:

For Anne Arundel County Public Schools

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George Arlotto, Ed.D., Superintendent

**Witness:**

For the Maryland Department of Human  
Resources/ The Anne Arundel County  
Department of Social Services

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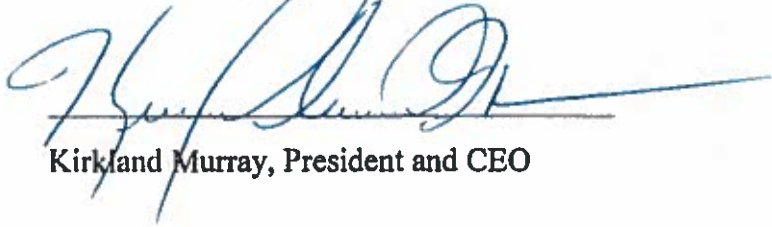
Carnitra White, Director

**Witness:**

For the Anne Arundel Workforce  
Development Corporation



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Kirkland Murray, President and CEO

**Witness:**

For Senior Service America, Inc.

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Anthony R. Sarmiento, Executive Director

**Witness:**

For Anne Arundel County Public Schools

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George Arlotto, Ed.D., Superintendent

**Witness:**

For Anne Arundel Community College

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Dr. Dawn Lindsay, President

**Witness:**

**For the Maryland Department of Human Resources/ The Anne Arundel County Department of Social Services**

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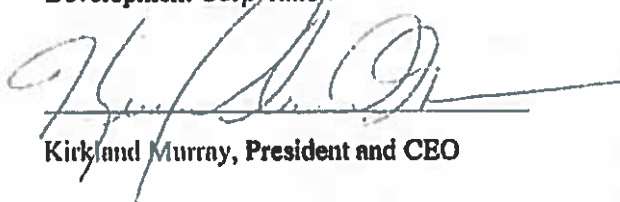
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**Carnitra White, Director**

**Witness:**

**For the Anne Arundel Workforce Development Corporation**

  
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**Kirkland Murray, President and CEO**

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**For Senior Service America, Inc.**

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**Anthony R. Sarmiento, Executive Director**

**Witness:**

**For Anne Arundel County Public Schools**

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**George Arlotto, Ed.D., Superintendent**

**Witness:**

**For Anne Arundel Community College**

*Handwritten initials*

  
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**Dr. Dawn Lindsay, President**

**Witness:**

  
\_\_\_\_\_

**For Adams and Associates, Inc.**

  
\_\_\_\_\_  
Veronica Johnson, Center Director

**Witness:**

\_\_\_\_\_

**For Anne Arundel County Community  
Action Agency**

\_\_\_\_\_  
Gretchen Huntley, President and CEO

**Witness:**

\_\_\_\_\_

**For the Housing Commission of Anne  
Arundel County**

\_\_\_\_\_  
Clifton C. Martin, CEO

**Witness:**

\_\_\_\_\_

**For Anne Arundel County, Maryland and its  
department, the Anne Arundel County  
Partnership for Children, Youth, and  
Families**

\_\_\_\_\_  
Mark Hartzell, CAO

**Witness:**

\_\_\_\_\_

**For the Anne Arundel Economic  
Development Corporation**

\_\_\_\_\_  
Julie Mussog, President and CEO

Witness:

For Adams and Associates, Inc.

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<NAME>

Witness:

For Anne Arundel County Community  
Action Agency

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<NAME>

Witness:

For the Housing Commission of Anne  
Arundel County

*Carol Ann Breyer*

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*Clifton C. Martin*

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CLIFTON C. MARTIN, CEO

Witness:

For the Anne Arundel County Partnership  
for Children, Youth, and Families

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<NAME>

Witness:

For the Anne Arundel Economic  
Development Corporation

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<NAME>



**Witness:**

**For Adams and Associates, Inc.**

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**Veronica Johnson, Center Director**

**Witness:**

**For Anne Arundel County Community  
Action Agency**

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**Gretchen Huntley, President and CEO**

**Witness:**

**For the Housing Commission of Anne  
Arundel County**

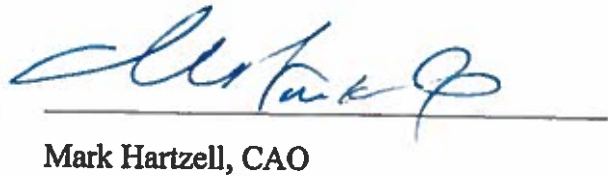
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**Clifton C. Martin, CEO**

**Witness:**

**For Anne Arundel County, Maryland and its  
department, the Anne Arundel County  
Partnership for Children, Youth, and  
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**Mark Hartzell, CAO**

**Witness:**

**For the Anne Arundel Economic  
Development Corporation**

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**Julie Mussog, President and CEO**

**Witness:**

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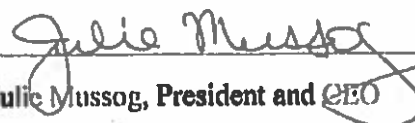
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**Mark Hartzell, CAO**

**Witness:**

**For the Anne Arundel Economic  
Development Corporation**



  
**Julie Mussog, President and CEO**

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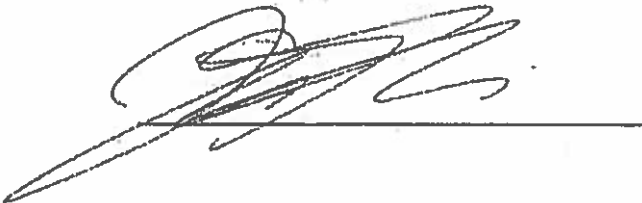
For the Maryland Department of Human  
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Department of Social Services

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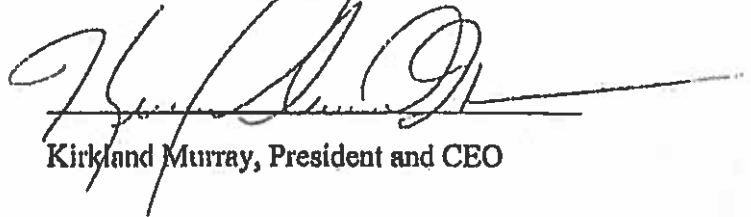
Carnitra White, Director

Witness:

For the Anne Arundel Workforce  
Development Corporation



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Kirkland Murray, President and CEO

Witness:

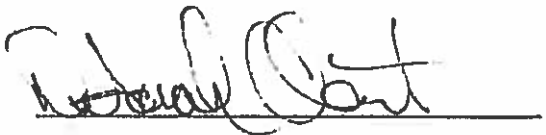
For Senior Service America, Inc.

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Anthony R. Sarmiento, Executive Director

Witness:

For Anne Arundel County Public Schools



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George Arlotto, Ed.D., Superintendent

Witness:

For Anne Arundel Community College

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Dr. Dawn Lindsay, President

Witness:

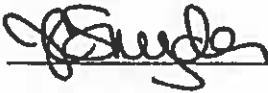
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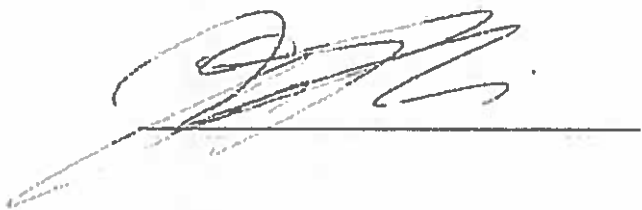
**For the Maryland Department of Human Resources/ The Anne Arundel County Department of Social Services**

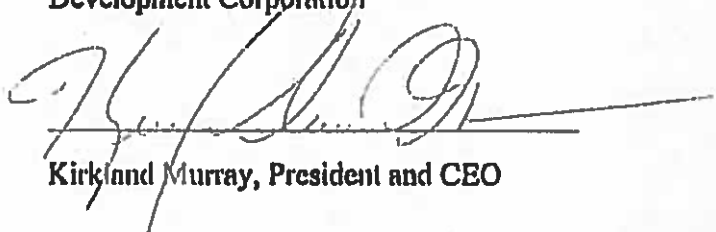
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**Carnitra White, Director**

**Witness:**

**For the Anne Arundel Workforce Development Corporation**


  
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**Kirkland Murray, President and CEO**

**Witness:**

**For Senior Service America, Inc.**

  
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**Witness:**

**For Anne Arundel County Public Schools**

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**George Arlotto, Ed.D., Superintendent**

**Witness:**

**For Anne Arundel Community College**

\_\_\_\_\_

\_\_\_\_\_  
**Dr. Dawn Lindsay, President**

Exhibit 1 - Partner Contact List

Partner	Local Contact Name	Contact Title	Address	Telephone	E-Mail Address
Anne Arundel County Maryland	Mark Herzog	Chief Administrative Officer	Annapolis Center, 44 Calvert Street, Annapolis, MD 21401	410-222-1074	markh@annapolis.gov
Anne Arundel County Worcester Development Board	H. Wayne Tompkins	Chairman	697CC, 312 Marlboro Avenue, Laurel, MD 20707	301-723-4000	hwtp@marlboro.com
Maryland Department of Labor, Licensing, and Regulation	Andra James	Labor Exchange Administrator	7480 Belmore Annapolis Blvd, Ste 100, Glen Burnie, MD 21061	410-424-3275	andra.james@maryland.gov
MSDE Division of Rehabilitation Services	Michelle Stewart	Rehab Director, Region 2	2525 Riva Road, Ste. 101, Annapolis, MD 21401	410-872-7504	michelle.stewart@maryland.gov
Anne Arundel County Department of Social Services	Christina White	Director	80 West Street, Annapolis, 21401	410-268-4800	christina.white@annapolis.gov
Anne Arundel County Department of Social Services	Richard Murray	President and CEO	401 Headquarters Drive, Ste. 206, Annapolis, MD 21408	410-882-3880	rmurray@annapolis.gov
Senior Service America, Inc.	Christina Gifford	National SCSEP Director	8403 Coopers Road, Silver Spring, MD 20910	301-578-9932	cgifford@ssa-inc.com
Anne Arundel County Public Schools	Douglas Albert	Coordinator, CTE Programs	2644 Riva Road, Annapolis, MD 21401	410-222-5383	dalbert@annapolis.gov
Adams and Associates, Inc.	Faith Hendrick-White	Gen. Mgr. of Contracting and Professional Studies	101 College Parkway, CALT 127, Annap, MD 21012	410-777-2881	faith@adamsand.com
Anne Arundel County Community Action Agency	Veronica Johnson	Center Director, Woodlawn Job Corps Center	3360 Fort Meade Road, Laurel, MD 20724	301-382-4402	johnsonv@annapolis.gov
Housing Commission of Anne Arundel County	Gregory Hunter	President and CEO	251 West Street, Annapolis, MD 21404	410-828-1900	gregory.hunter@hca.org
Anne Arundel County Partnership for Children, Youth, and Families	Patricia Egan	CEO	7477 Belmore-Annapolis Blvd., Glen Burnie, MD 21069	410-222-8700	pegan@annapolis.gov
Anne Arundel Economic Development Corporation	Mary Burdette	Senior Vice President, Business Development	1 Harry S. Truman Pkwy, Ste. 103, Annapolis, MD 21401	410-222-1423	mburdette@annapolis.gov
			2680 Riva Road, Ste. 200, Annapolis, MD 21401	410-222-7410	mburdette@annapolis.gov