

POLICY ISSUANCE 2021-04



WIOA Memoranda of Understanding & Resource Sharing Agreements | April 26, 2021

- TO:** MD Labor Division of Workforce Development and Adult Learning (DWDAL) staff;
MD Labor Division of Unemployment Insurance (DUI) staff;
Local Workforce Development Area Directors;
Local Administrators of WIOA Title II Adult Education provider programs;
DORS Regional Directors and Supervisors staff;
Department of Human Services staff;
Local Departments of Social Services staff;
Community Action Agency staff
- FROM:** Maryland Department of Labor (MD Labor);
Maryland State Department of Education, Division of Rehabilitation Services (DORS);
Maryland Department of Human Services (DHS);
Governor's Workforce Development Board (GWDB);
Maryland Department of Housing and Community Development (DHCD)
- SUBJECT:** WIOA Memoranda of Understanding & Resource Sharing Agreements
- PURPOSE:** To provide comprehensive policy guidance on the Workforce Innovation and Opportunity Act (WIOA) Memoranda of Understanding (MOUs) and Resource Sharing Agreements (RSAs)
- ACTION:** The following entities will ensure that all employees are aware of and receive copies of this policy: Local Workforce Development Area Directors; American Job Center Labor Exchange Administrators; DWDAL central office managers; Local administrators of WIOA Title II Adult Education provider programs; Unemployment Insurance Assistant Secretary's Office; DORS Director of Administration and Finance, Director of Field Services, and Regional Directors; Local Departments of Social Services Directors; Child

Support Administration; Family Investment Administration; Social Services Administration; and the Office of Community Services Programs. The Office of Community Services Programs at DHCD will ensure that all Community Action Agencies are aware and receive copies of this policy. WIOA policies are available [on the MD Labor website](#).

EXPIRATION: Until cancelled and replaced

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CANCELLATIONS

The following are hereby **cancelled and replaced** by this policy issuance:

Policy Issuance 2016-09, “WIOA Memoranda of Understanding & Resource Sharing Agreements,” dated September 27, 2016.

Archived policies are available at: <http://www.labor.maryland.gov/employment/wifi/>.

GENERAL INFORMATION

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998 (WIA) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. To help both businesses and job seekers meet their needs, the workforce system established under WIOA is integrated by design. WIOA envisions connecting businesses with job seekers, through meaningful partnerships among workforce, education, human services, and economic development entities which ensure optimum results and leveraging of resources. The law addresses the needs of job seekers through establishing a workforce system that helps them access employment, education, training, and supportive services to succeed in the labor market. Through American Job Centers¹ (AJCs), WIOA works to address employer needs by matching them to the necessary skilled workers to compete in the global economy.

WIOA MEMORANDA OF UNDERSTANDING

Under WIOA, the Memoranda of Understanding (MOU) serves as a critical mechanism towards ensuring that the roles and responsibilities of the entities involved with Maryland's workforce system are well-defined and mutually agreed upon for the successful operation of the integrated service delivery system in each Local Workforce Development Area (Local Area). This successful operation is contingent on the efficient use of information technology, to include where possible the use of machine readable forms and shared management systems.

WIOA requires that the Local Board, the Chief Local Elected Official(s), and the AJC system partners (Partners) develop an MOU.² In Maryland, at a minimum, the Partners providing services in the Local Area, referenced in the chart on pages 7-8, must be members to the WIOA MOUs. A Partner is an entity that carries out programs or activities enumerated in Section 121(b)(1)(B), or those additional partners identified by the Local Board and Chief Elected Official in accordance with Section 121 (b)(2).³

Local Areas may have additional entities that are integral to the area's service delivery. With the approval of the Local Board and the Chief Elected Official, additional entities that carry out workforce development programs may participate in a Local Area's AJC delivery system.

Per WIOA Section 121(b)(2)(A), all entities that participate in a Local Area's workforce delivery system as Partners, whether required or additional, must be parties to the WIOA MOU and RSA and must abide by the terms prescribed by applicable federal, State, and local rules, plans, and policies as applicable and authorized under each Partner's program and in keeping with federal guidelines. WIOA Section 121(b)(1)(A)(iv) further notes that the requirements of each Partner's authorizing legislation must continue to apply under the workforce system and that participation in the system is in addition to other requirements applicable to each Partner's program under each authorizing law.

¹ 20 CFR 678.900 designates the name "American Job Center" as the common identifier for the one-stop delivery system.

² See pages 27-28 for more information on all Partners' responsibilities in negotiating and executing the WIOA MOUs.

³ Note that there are some Parties to the MOU that are not "AJC Partners." For example, a chief elected official from a Local Area is a party to the MOU; however, they are not an AJC Partner as they are not an entity carrying out the programs or activities listed in Section 121.

WIOA RESOURCE SHARING AGREEMENTS

A Resource Sharing Agreement (RSA) is an attachment to the MOU. It is a key component of a WIOA MOU because it establishes the terms and conditions of how the shared costs of operations and key services of the AJC system will be funded. The RSA is an attachment to the MOU. It includes funding of infrastructure and operating costs of the AJCs, funding of shared services, and the leveraging of in-kind contributions, as appropriate. All of Maryland's mandatory WIOA Partners, as provided in the chart on pages 7-8, shall negotiate in good faith and seek to establish RSAs that are equitable.

MARYLAND AJC PARTNERS

The chart on pages 7-8 identifies each of Maryland's WIOA programs that must play a role in the State's WIOA MOUs and RSAs. As described in Maryland's WIOA Combined State Plan, Governor Hogan has directed the Department of Labor (MD Labor), the Department of Human Services (DHS), the Maryland State Department of Education Division of Rehabilitation Services (MSDE DORS), and the Department of Housing and Community Development (DHCD), in coordination with the Governor's Workforce Development Board (GWDB), to play key leadership roles in the implementation of WIOA. The inclusion of the programs identified below is meant to ensure that Maryland effectively leverages its existing resources to deliver outstanding customer service to workers and businesses that are vital to Maryland's economic growth and prosperity.

In relation to WIOA MOUs, the law outlines that the abovementioned entities are required to:

- A. Provide access through the State's workforce system to programs or activities carried out by the entity;
- B. Use a portion of the funds available for the programs and activities to maintain the State's workforce system, including payment of AJC infrastructure costs in accordance with WIOA Section 121(h);
- C. Enter into a WIOA MOU with the Local Workforce Development Board (Local Board), relating to the operation of the State's workforce system; and,
- D. Participate in the operation of the State's workforce system consistent with the terms of the WIOA MOU, the requirements of WIOA, and the requirements of the Federal laws authorizing the program or activities.

MARYLAND'S WIOA SYSTEM				
Maryland WIOA Required Program	Core WIOA Program as determined by law	Additional WIOA Program as determined by Governor	Required Partner as defined in Section 121 ⁴	MD State Agency Responsible for Oversight
Adult Program <i>WIOA Title I</i>	•		•	MD Labor
Dislocated Worker Program <i>WIOA Title I</i>	•		•	MD Labor
Youth Program <i>WIOA Title I</i>	•		•	MD Labor
Adult Education & Family Literacy Act Program <i>WIOA Title II</i>	•		•	MD Labor
Wagner-Peyser Act Program <i>WIOA Title III</i>	•		•	MD Labor

⁴ See WIOA Section 121(B)

Vocational Rehabilitation Program <i>WIOA Title IV</i>	•		•	MSDE DORS
Temporary Assistance for Needy Families Program (TANF) ⁵		•	•	DHS
Trade Adjustment Assistance for Workers Program (TAA)		•	•	MD Labor
Jobs for Veterans State Grant Program (JVSG)			•	MD Labor
Reentry Employment Opportunities Program ⁶ (REO)		•		Local partners
Senior Community Service Employment Program (SCSEP) <i>Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) activities⁷</i>		•	•	MD Labor and Center for Workforce Inclusion
Career and Technical Education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (CTE)			•	MSDE
Community Services Block Grant Act (42 U.S.C. 9901 et seq.) employment and training activities (CSBG)		•	•	DHCD
Department of Housing and Urban Development's employment and training activities			•	N/A
Programs authorized under State Unemployment Insurance laws		•	•	MD Labor
Job Corps			•	N/A
Native American Programs			•	N/A
Migrant and Seasonal Farmworker Programs			•	MD Labor
National Farmworker Jobs Program			•	N/A
YouthBuild			•	N/A

⁵ Temporary Assistance for Needy Families (TANF) is called Temporary Cash Assistance (TCA) in Maryland.

⁶ In 2020, the local grantees for the REO program are: Family Health International; Goodwill Industries International, Inc.; Living Classrooms Foundation; Volunteers of America Chesapeake, Inc.; and Structured Employment Economic Development Corporation.

⁷ The Senior Community Service Employment Program (SCSEP) was transferred to MD Labor through legislation passed by the Maryland General Assembly and approved by Governor Hogan in 2016. See references for additional information. MD Labor is responsible for oversight of SCSEP in the following workforce areas: Baltimore City, Southern Maryland (Calvert, Charles, St. Mary's), Western Maryland (Allegany, Garrett, Washington), and Upper Shore (Caroline, Kent, Queen Anne's, Talbot). In workforce areas where MD Labor does not administer SCSEP, the United States Department of Labor (USDOL) is responsible for oversight.

While not listed in the above chart, Reemployment programming is a critical part of the workforce system and is co-funded under different grants. The Reemployment Opportunities Workshop (ROW) is funded by Rapid Response. Reemployment Services and Eligibility Assessment Grants (RESEA) is funded through a grant by the United States Department of Labor (USDOL).

REQUIRED COMPONENTS

This policy, approved by the GWDB, is a product of a joint agreement between the State’s workforce agencies, including MD Labor, DHS, MSDE DORS, and DHCD (here after referred to as “the State” or “Maryland”). This joint effort is a systems approach to the formulation of MOUs and RSAs. Therefore, the following provisions must be contained with an WIOA MOU.

- A. Duration of MOU;
- B. Convening of Parties;
- C. System overview;
- D. Performance requirements and data sharing;
- E. Services offered through the AJC system;
- F. Referral arrangements;
- G. RSA;
- H. Dispute resolution process;
- I. Applicable law;
- J. Confidentiality;
- K. Modification;
- L. Termination;
- M. Non-assignment;
- N. Severability;
- O. Fair Practices certification;
- P. Assurances of non-discrimination and Equal Opportunity;
- Q. Drug and alcohol free workplace;
- R. Certification regarding lobbying;
- S. Debarment and suspension;
- T. Priority of Service;
- U. Buy American Provision;
- V. Human trafficking;
- W. Salary compensation and bonus limitations; and,
- X. Signatures.

To ensure that all required components are contained in the WIOA MOUs, Maryland requires the use of ***Attachment A - Memorandum of Understanding Sample Template***.

DURATION OF MOU

Pursuant to WIOA Section 121(c)(2)(A), WIOA MOUs must specify the duration of agreement to ensure proper delivery of services and funding. MD Labor requires WIOA MOUs to be renegotiated at least every two years.

CONVENING OF PARTIES

The Local Board is responsible for convening and working with AJC Partners to achieve consensus and informally mediate disagreements. The Local Board Chair (or designee) is responsible for providing technical assistance to new AJC Partners and local grant recipients to ensure they are aware of elements in the MOU and AJC infrastructure cost arrangement.

A Local Board may delegate its WIOA MOU convening authority to the Director of a Local Area or another designated signatory of the Local Area. This responsibility must be identified in the WIOA MOU.

The WIOA MOU convener is responsible for ensuring that all Parties have an opportunity to fully participate in the development of the WIOA MOU from start to finish. In addition, the WIOA MOU must identify all Partners with relevant addresses and contact information.

SYSTEM OVERVIEW

The WIOA MOU serves the key purpose of defining Partner roles and focuses, in part, on the shaping of the workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency within the Local Area's workforce system. As such, to ensure that all Partners clearly understand the roles and responsibilities of each Partner under the workforce system, Maryland requires the use of a single umbrella MOU that applies to all Partners in the Local Area. If a mandatory Partner is not included in the MOU/RSA, a note should be included which explains why they are not included.

Each WIOA MOU must contain the following system overview statement:

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 is carried out in each of The Local Workforce Development Areas through their AJCs.

Additionally, each WIOA MOU must contain an acknowledgement that the statement above is the central focus of the work to be done under the WIOA MOU. All Parties must agree to comply with the policies, procedures, and assurances established under WIOA, including this policy, Policy Issuance 2021-04, "WIOA Memoranda of Understanding and Resource Sharing Agreements." The Partners must acknowledge that they will advance the *Benchmarks of Success for Maryland's Workforce System (Benchmarks of Success)*, as explained in [Maryland's WIOA Combined State Plan](#), in order to serve the comprehensive needs of all Marylanders. The Parties must all acknowledge that they will cooperate and collaborate with the entities administering the Maryland Combined State Plan under WIOA.

For Maryland, the *Benchmarks of Success* means that the State's workforce system is committed to putting customers at the center of policy decisions regarding service delivery and is further dedicated to strengthening and enhancing

the effectiveness of the workforce system. While recognizing that resources and funding sources are often scarce, Maryland's WIOA Partners are dedicated to finding new opportunities to focus on the customer's needs and tailoring solutions to address those needs. Maryland is dedicated to serving those with barriers to employment and to place jobseekers who desire to work on a path toward sustainability. This may require a longer term commitment to customers. It means that Maryland's workforce system is dedicated to improving the lives of all Marylanders. Maryland's workforce system focuses its attentions and efforts on the system's customers, changes the lives of the people served, supports the workforce needs of the business community, and grows the State and local economies.

PERFORMANCE REQUIREMENTS & DATA SHARING

To ensure the AJC system operates effectively, Parties to the WIOA MOU 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 data to the extent necessary and as permitted or required by applicable statute or regulation, and enter into data sharing agreements as required thereto.

SERVICES OFFERED THROUGH THE AMERICAN JOB CENTER SYSTEM

WIOA requires that each WIOA MOU contain provisions describing the services to be provided through the AJC delivery system. These provisions must be consistent with the requirements of the law and must contain provisions that address services to be provided, the coordination of services, and the delivery of services.

Additionally, WIOA requires that each WIOA MOU contain provisions describing the methods that will be used to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed. These methods must include the provision of necessary and appropriate access to services, including access to technology and materials, made available through the AJC system. The WIOA MOU must contain provisions describing the methods that will be used to jointly coordinate outreach and services to employers.

Applicable federal and State laws⁸ further require that each WIOA MOU contain provisions to ensure that no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any program or activity based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.^{9,10}

WIOA Title I Partners must ensure that participation in programs and activities or receiving funds under WIOA Title I are available to citizens and nationals of the United States, lawfully admitted permanent residents, refugees, asylees, parolees, and other immigrants authorized by the U.S. Attorney General to work in the United States.

⁸ See references on pages 36-38.

⁹ See MD Labor's Nondiscrimination Plan for more information, available at the following link: <http://www.labor.maryland.gov/employment/ndp/>.

¹⁰ See sections entitled "Fair Practices Certification" and "Assurances of Non-Discrimination & Equal Opportunity" on pages 14 and 15 for more information.

TANF is available to citizens and nationals of the United States; and qualified immigrants including refugees, asylees, parolees, Amerasians¹¹, those subject to withholding of deportation, certified victims of trafficking, and special immigrant visa holders. Those holding legal permanent resident status are also eligible for federal TANF provided they have held the status for five consecutive years or possess 40 qualifying quarters. It is important to note that the five-year bar does not apply to legal permanent residents who previously held the status of one of the other qualifying immigrant populations. Per COMAR 07.03.03.07, qualified immigrants who are ineligible for federal TANF benefits solely due to their immigrant status are eligible for State-funded TANF if they meet all other technical and financial TANF eligibility requirements. This exception does apply to legal permanent residents who have not met the five-year or 40 qualifying quarters bar. The technical and continued eligibility requirements are the same for both federally-funded and State-funded TANF. Undocumented immigrants, as well as those here on visitor and/or student visas, diplomats, and individuals with work authorization only, do not meet eligibility requirements for TANF. In all instances, immigration status must be verified with appropriate federal documentation and/or Systematic Alien Verification for Entitlements (S.A.V.E.) documentation.

As federal law differs between programs, it is incumbent upon the Local Board to ensure that all services are provided in a nondiscriminatory fashion.

REFERRAL ARRANGEMENTS

WIOA requires that each WIOA MOU contain provisions to describe the methods of referral of individuals amongst the AJC Partners for appropriate services and activities. Both business and job seeker customers, who are otherwise qualified, should be given the opportunity to access AJC system services that provide them with the optimum utilization of available Partner and community resources that lead to successful outcomes. In line with WIOA's intent, MD Labor requires that staff work to connect customers to Partners through effective integration or referral processes that are impartial and designed to rapidly and efficiently meet the customer's individual needs. These methods of referral must strive towards including a coordinated and integrated approach to common intake procedures, career services, business services, and data sharing among system Partners. Parties must provide specifics in the WIOA MOU detailing how Partners will refer individuals to appropriate services and activities.

RESOURCE SHARING AGREEMENT

Pages 19-26 of this Policy Issuance provide guidance on RSAs, a critical and required component of the WIOA MOUs.

DISPUTE RESOLUTION PROCESS

In the event that a disagreement should arise between the Parties regarding terms and conditions, performance, or administration of this MOU, MD Labor requires Parties to adhere to the WIOA MOU/RSA dispute resolution process described on pages 31-32. If the dispute resolution process proves unsuccessful, MD Labor requires Parties to adhere to the WIOA MOU/RSA impasse process prescribed on pages 32-33.

¹¹ Immigrant visas are issued to Amerasians under Public Law 100-202 (Act of 12/22/87), which provides for the admission of aliens born in Vietnam after January 1, 1962, and before January 1, 1976, if the alien was fathered by a U.S. citizen. Spouses, children, and parents or guardians may accompany the alien. Source: U.S. Department of Homeland Security.

APPLICABLE LAW

WIOA MOUs must be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties must comply with all applicable federal and State laws and regulations and applicable local laws to the extent such local laws are not in conflict with State or federal requirements.

CONFIDENTIALITY

All Parties to the WIOA MOUs expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information, including but not limited to 20 CFR Part 603; 45 CFR Section 205.50; Md. Code Ann., Gen'l Provisions §§ 4-307, 4-401 and 4-402; Md. Code, Lab. & Empl. § 8-625; COMAR 09.01.01, 09.33.01; 42 U.S.C. § 503, 20 U.S.C. § 1232 (g); 34 CFR § 361.38; and COMAR 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 and enter into data sharing agreements, as appropriate or required, to protect the confidentiality and security of shared data and to comply with governing law.

Each party to the WIOA MOU must 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 within the WIOA MOU.¹² Each party must 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 within the WIOA MOU. Each party must expressly agree to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under WIOA and the WIOA MOU, and to the extent such sharing is permitted by applicable law, the Parties agree to create and enter into data sharing agreements as appropriate and to have confidentiality and ethical certifications signed by the Parties' authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for payments of costs and permissible disclosures.¹³

MODIFICATION

The WIOA MOU must provide an assurance that the Parties agree to abide by the process for modification as specified on pages 29-30. Modifications to the WIOA MOUs must be in writing.

TERMINATION

It is required that the MOU remains in effect until the end date specified within the WIOA MOU unless:

- A. All Parties mutually agree to terminate the WIOA MOU;
- B. Federal oversight agencies charged with the administration of WIOA fail 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;
- C. WIOA is repealed or superseded by subsequent federal law;

¹² The MD Labor Division of Workforce Development and Adult Learning (DWDAL)'s policy issuance on privacy and data security as available at: <http://www.labor.maryland.gov/employment/mpi/>.

¹³ See 20 CFR Part 603.5, 603.8-603.10; Notice of Proposed Rulemaking, Federal Register, vol. 80, no. 73, 4/16/2015, at page 20695.

- D. Local Area designation is changed under WIOA; or,
- E. A Party breaches any provision of the MOU and does not cure the breach within 30 days after receiving written notice from the Local Board Chair (or designee) specifying such breach in reasonable detail.

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

Any Party unable to perform pursuant to the WIOA MOU agreement due to lack of funding must notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of the agreement.

Any Party may request to terminate its inclusion in the WIOA MOU by following the modification process identified on pages 29-30.

NON-ASSIGNMENT

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.

This standard contract provision is a required provision in the MOUs executed by the Local Board and the Parties to the MOU. The provision prohibits a party to the WIOA MOU from assigning or subcontracting its responsibilities under the MOU to another without the prior written consent of the other Parties to the MOU. As the Parties to the MOU agreed to, among other things, service delivery and accessibility for the AJC delivery system for the Local Area, allowing a party to freely assign or subcontract its duties under the MOU without prior consent would be contrary to the collaboration memorialized in the MOU. However, a party may still assign or subcontract as long as the Parties to the MOU provide prior written consent.

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.

This standard contract provision is a required provision in the MOUs executed by the Local Board and the Parties to the MOU. The provision states that if parts of the contract are held unenforceable, the remainder of the contract should still apply. The provision recognizes the potentially difficult work that was undertaken to formulate the MOU and notes that an offending clause can be removed without affecting the remaining provisions of the MOU.

FAIR PRACTICES CERTIFICATION

The Parties must 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: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

ASSURANCES OF NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

20 CFR 679.370(p) specifies that the decision as to which entity will be responsible for ensuring accessibility at an AJC is ultimately the Local Board's to make, appropriately specified in the WIOA MOU.

The Local Board is responsible for designating a Local Equal Opportunity Officer.

DRUG & ALCOHOL FREE WORKPLACE

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

CERTIFICATION REGARDING LOBBYING

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

DEBARMENT & SUSPENSION

All Parties must comply with the debarment and suspension requirements (E.O.12549 and 12689) and 20 CFR Part 98.

PRIORITY OF SERVICE

In general, Maryland's WIOA Partners are committed to serving the following target populations:

Target Populations: Individuals with Barriers to Employment
Displaced Homemakers
Eligible migrant and seasonal farmworkers
Ex-offenders
Homeless individuals
Individuals facing substantial cultural barriers
Individuals with disabilities, including youth with disabilities

Individuals within two years of exhausting lifetime eligibility under Part A of the Social Security Act ¹⁴
Individuals who are English language learners
Individuals who are unemployed, including the long-term unemployed
Individuals who have low levels of literacy
Individuals without a High School Diploma
Low income individuals (including TANF and Supplemental Nutrition Assistance Program recipients)
Native Americans, Alaskan Natives, and Native Hawaiians
Older individuals
Single parents (including single pregnant women and non-custodial parents)
Veterans
Youth who are in or have aged out of the foster care system

Maryland's workforce system can be a pathway to the middle class and a means to maintain and build the skills necessary to remain in the middle class. Maryland is committed to ensuring its target populations are able to access the WIOA components of the workforce system on a priority basis.

For the WIOA Title I Adult Program, this means that Local Areas must provide priority for training activities to individuals in the target populations. According to Training and Employment Guidance Letter (TEGL) 7-20, priority must be provided in the following order:

Priority of Service for the WIOA Title I Adult Program	
First Priority	Veterans and eligible spouses who are included in the groups given statutory priority for WIOA Adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient receive first priority for services with WIOA Adult formula funds for individualized career services and training services.
Second Priority	Non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
Third Priority	Veterans and eligible spouses who are not included in WIOA's priority groups.
Fourth Priority	Priority populations established by the GWDB and/or Local Board.
Fifth Priority	Non-covered persons outside the groups given priority under WIOA.

Local Areas must adhere to these priority provisions and, within their WIOA Local Plans, provide details on how priority shall be given in the Local Area within these parameters.

¹⁴ This refers to the TANF program. Each State defines lifetime eligibility for TANF. In Maryland, individuals can receive TANF benefits for up to five years. If individuals reach year four and five of receipt of TANF benefits, these individuals become a targeted population according to WIOA, irrespective of the fact that after year five, individuals may continue to receive TANF benefits due to hardship.

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

Questions regarding priority of service for veterans and/or WIOA target populations, as identified in this section, may be directed to the MD Labor Office of Workforce Development.¹⁵

BUY AMERICAN PROVISION

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

This required provision of the MOU expressly references WIOA Section 502, which requires that any entity that receives funds under Title I or Title II of WIOA or under the Wagner-Peyser Act must comply with the applicable provisions of the federal “Buy American Act.” As a required assurance under WIOA, the provision must be included in the MOUs executed between the Local Board and other Parties to the agreement.

HUMAN TRAFFICKING

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

This required provision of the MOU expressly terminates the agreement if a sub-grantee, contractor or subcontractor engages in human trafficking. This requirement from USDOL, pursuant to executive order, must be included in the MOUs executed between the Local Board and other Parties to the agreement.

SALARY COMPENSATION & BONUS LIMITATIONS

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06,19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.¹⁶

This required assurance from the USDOL must be included in the MOUs executed between the Local Board and other Parties to the agreement.

INDEMNIFICATION AND LIABILITY

To the extent permitted by Maryland law and the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume any obligation to indemnify, hold harmless, or pay

¹⁵ Agency contacts are listed on pages 2-3.

¹⁶ The current salary for Executive Level II stands at \$185,100. The State has not established a lower salary cap than the amount provided for under the Public Law.

attorney's fees that may arise from or in any way be associated with the any other parties' performance or operation of this MOU.

This assurance must be included in the MOUs executed between the Local Board and other Parties to the agreement.

SIGNATURES

All Partners to the WIOA MOU must sign the WIOA MOU, with witness, on or before the date set forth within the agreement. According to WIOA Sec. 121(b)(1)(A), required partners are limited to those entities that carry out programs or activities within the Local Area. Likewise, those programs that have been approved as a Partner by the Local Board or Chief Elected Official must also sign. By signing the WIOA MOU, each individual signing on behalf of a given Partner thereby certifies that they have the legal authority to bind the Partner to the terms of the WIOA MOU. The WIOA MOU may be executed in counterparts, each being considered as an original.

The Chief Elected Official(s) of a Local Areas must be a signatory to the WIOA MOU.¹⁷

The Assistant State Superintendent of the MSDE DORS, the Deputy State Superintendent for MSDE, and the MSDE Assistant Attorney General shall be the signatories for Vocational Rehabilitation.

The Secretary of MD Labor (or designee) shall be the signatory for MD Labor programs, which includes the WIOA Title II Adult Education and Family Literacy Act Program, the WIOA Title III Wagner-Peyser Act Program, the Trade Adjustment Assistance for Workers Program, the Jobs for Veterans State Grant Program, Senior Community Service Employment Program in certain workforce areas,¹⁸ and Unemployment Insurance.

For TANF, WIOA MOUs will be reviewed by DHS Office of the Attorney General for legal sufficiency as well as DHS Office of Workforce Development for program integrity and compliance with the basic partnership requirements. Upon these reviews, The Local Departments of Social Services Directors shall be the signatory for DHS's TANF Program.

For the CSBG, WIOA MOUs will be reviewed by DHCD Office of Community Services Programs for program integrity and compliance. Upon these reviews, the Community Action Agency Directors shall be the signatory for DHCD's CSBG Program.

¹⁷ In accordance with 20 CFR 678.500(d).

¹⁸ See page 8.

RESOURCE SHARING AGREEMENT

MD Labor requires WIOA RSAs to be renegotiated at least every two years as an attachment to the WIOA MOU. The purpose of the RSA is to establish the terms and conditions of how services and operating costs of the local workforce system will be funded. The RSA should capture cost sharing information on infrastructure funding of the AJCs, funding of shared services, operating costs of the system, and the leveraging of in-kind contributions, as appropriate. All required AJC Partners, as described on pages 7-8, must work together to integrate shared services and leverage each other's resources to effectively and efficiently serve common customers of the local workforce system. Partners must directly contribute their funds to the Fiscal Agent, as identified in the local RSA. The RSA is a part of the WIOA MOU. The RSA documents each Partner's financial contributions and responsibility for shared costs in accordance with the terms of the MOU. The RSA also describes the release and flow of funds for shared costs.

WIOA requires that AJC Partners describe how the costs of services and the operating system will be funded, including:

- A. Cash and in-kind contributions that are fairly evaluated, which may include contributions from philanthropic organizations or private entities, or through alternative financing options, to provide a stable and equitable funding stream for ongoing AJC delivery system operations; and,
- B. Infrastructure costs of the AJCs.

The required AJC Partners must use a portion of their program and activity funds to maintain service delivery in the local workforce system. The RSA is to be considered part of the WIOA MOU. *Attachment A – WIOA Memoranda of Understanding Template* provides the template and instructions that must be used as part of the WIOA MOU. Each Local Area is expected to use a separate RSA template for each AJC (both comprehensive and affiliate AJCs in a Local Area) within the local workforce system. In addition, a separate RSA template should be completed to capture information on costs that are important to the local workforce system, but are not tied to a physical AJC location. The total of these separate completed RSA templates should then be bundled into one “master” summary document to show total shared costs related to the local workforce system. The WIOA MOU must include all of the aforementioned completed RSA templates to be considered fully executed.

As detailed in WIOA, the goal of the RSA is to develop a funding mechanism that:

- A. Maintains the local workforce delivery system to meet the needs of the Local Area;
- B. Reduces duplication by improving program effectiveness through the sharing of services, resources, and technologies among Partners;
- C. Reduces overhead by streamlining and sharing financial, procurement, and facility costs; and,
- D. Ensures that costs are appropriately shared by AJC Partners by determining contributions based on proportionate share of use, 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.

The State's workforce delivery system is intended to function as a system where all customers can access valuable services and connect to resources necessary for their career success. The costs of operating this system, therefore, include non-personnel costs, such as facilities and technologies, in addition to personnel costs for those who deliver services directly to business and job seeker customers. Shared services' costs may include the costs of shared services

that are authorized for, and may be commonly provided through, any of the AJC Partner programs to any individual, such as:

- A. Initial intake;
- B. Assessment of needs;
- C. Evaluation of basic skills;
- D. Evaluation of English language proficiency;
- E. Identification of appropriate services to meet needs;
- F. Referrals to other AJC Partners; and,
- G. Business Services.

Shared costs must be allocated according to AJC Partner's proportionate use and relative benefits received. Any shared costs agreed upon by the Partners must be included in the WIOA MOU.

The RSA component of the WIOA MOU must identify infrastructure and shared services of the local workforce system that will be reconciled on a monthly or quarterly basis against actual costs incurred and adjusted accordingly. The WIOA MOU/RSA should further identify how the partners will operate when overages or savings occur after reconciliation. This is required in order to ensure costs are fairly evaluated and that each Partner is not required to contribute more than its proportionate share in accordance with the Uniform Guidance at 2 CFR Part 200. NOTE: In order for the fiscal agent and other appropriate fiscal staff to reconcile the actual costs incurred, there must be a "RSA Working Copy" of the RSA that is related to, but apart from, the official RSA that is signed and fully executed as part of the WIOA MOU.

The purpose of the "RSA Working Copy" is to reconcile actual cost against the budgeted cost and for documenting the invoiced and received amounts. It is a tool for the Fiscal Agent and Fiscal Managers that allows them to add additional data fields and information as needed. The RSA Working Copy file is saved as a separate electronic file and is updated monthly or quarterly with:

- A. Actual expenditures,
- B. Amount of invoice, and
- C. Amount of payment.

The Governor expects RSAs to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish a WIOA MOU/RSA that is reasonable and fair.

ALLOCATION METHOD

For the purposes of the WIOA MOU/RSA, the process of allocating costs— assigning a cost, or a group of costs, to one or more cost objectives—should occur in reasonable proportion to the benefit received. The process may entail assigning a cost directly to a final cost objective or through one or more intermediate cost objectives.

When selecting the base to be used in allocating the expenses to benefitting functions, such as resources, staff services, and other shared expenses, in accordance with 2 CFR Part 200, the essential consideration is that the base is (1) the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived, (2) a traceable cause and effect relationship, or (3) logic and reason, if neither the cause nor the effect of the relationship is determinable. When an allocation can be made by assignment of a cost grouping directly to the function benefitted,

the allocation should be made in that manner. When the expenses in a cost grouping are more general in nature, the allocation must be made through the use of a selected base which produces results that are equitable to all entities involved, including the Federal government.

In general, an allocation base is acceptable if it represents a fair measure of cost generation or cost benefit, and if it results in an equitable distribution of the costs of services rendered or goods provided. The most appropriate base will vary with the circumstances prevailing in each instance. An organization is likely to use several different bases for allocating different types of costs. Acceptable methods for distributing pooled costs may vary by type of organization, functional units or levels within an organization, types of costs to be allocated, and cost category. The basis used to allocate a particular type of cost should be used consistently over time.

General criteria that should be used in selecting an allocation base include the following:

- A. ***Minimal Distortion*** – the base should distribute costs in a fair and equitable manner without distorting the results. This requires that the base be as causally related as possible to the types of costs being allocated so that benefit can be measured as accurately as possible;
- B. ***General Acceptability*** – the base should be generally accepted and in conformance with Generally Accepted Accounting Principles (GAAP);¹⁹
- C. ***Represents Actual Cost of Effort Expended*** – the base should be a measure of actual cost of actual effort expended. It should not be based solely on a plan, budget, job description, or other estimates of planned activity;
- D. ***Timely Management Control*** – the base should be within the affected entity’s ability to control on a timely basis. The base should produce reliable and fairly predictable results. If the base is erratic and unpredictable, beyond the affected entity’s ability to control, or not timely, it is likely to produce unacceptable results;
- E. ***Consistency with Variations in Funding*** – the base must be able to accommodate and withstand changes in funding during the year and from year to year. If the base includes factors that are affected by variations in funding, it will produce distorted results;
- F. ***Materiality of Costs Involved*** – the time and expense spent on developing the base should not be greater than justified by the materiality of the costs to be allocated. In other words, the grantee should not spend more on obtaining the information needed to allocate pooled costs than the dollars in the pool warrant. The base should be sufficiently detailed to provide the most equitable and accurate allocation possible. At the same time, the base should be simple enough to be efficient while still attaining a fair distribution of costs; and,
- G. ***Practicality and Cost of Using the Base*** – the base should be as efficient as possible in terms of the cost or effort in developing it. Thus, whenever possible, a data base that already exists in the financial or participant record keeping and reporting systems should be used rather than create a separate data base to be used only for allocating costs.

In general, unacceptable allocation bases are those that do not meet the general guidelines discussed above. Unacceptable bases are those that:

- A. Distort the final results;
- B. Do not include duplicative data from another program;
- C. Do not double count programs;
- D. Do not represent actual effort or actual expenditures;
- E. Are not used consistently over time and with variations in funding; and,

¹⁹ 2 CFR § 200.49, “[Generally Accepted Accounting Principles \(GAAP\)](#).”

F. Do not have an integral relationship to the types of costs being allocated.

For the extent of the RSA agreement, the required Parties must pay their portion of locally negotiated costs for the local workforce system. The shared costs, the base used when determining the allocation method, and each Party's share, must be identified in the RSA.

The Local Board Chair (or designee) is responsible for working with Partners of the local workforce system to achieve consensus and informally mediate disagreements.

Infrastructure Costs

Every partner that participates in an AJC must be noted in the MOU and RSA, whether or not they are a required partner.²⁰ All Partners, whether they are required or additional, must contribute to infrastructure costs of the AJCs based on proportionate use and relative benefits received, in accordance with TEGL 17-16. WIOA Section 121(h) and TEGL 17-16 requires the following entities providing services within a Local Area to use a portion of their funds to maintain the workforce delivery system, including payment of a portion of the AJC infrastructure costs:

- A. Programs authorized under WIOA Title I Adult, Dislocated Worker, and Youth;
- B. Programs authorized under the WIOA Title III Wagner-Peyser Act;
- C. Adult education and literacy activities authorized under WIOA Title II;
- D. Programs authorized under Title I of the Rehabilitation Act of 1973;
- E. Activities authorized under Title V of the Older Americans Act of 1965;
- F. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
- G. Activities authorized under chapter 2 of Title II of the Trade Act of 1974;
- H. Activities authorized under chapter 41 of Title 38, United States Code;
- I. Employment and training activities carried out under the CSBG;
- J. Employment and training activities carried out by the Department of Housing and Urban Development;
- K. Programs authorized under State unemployment compensation laws;
- L. Programs authorized under section 212 of the Second Chance Act of 2007;
- M. Programs authorized under Part A of Title IV of the Social Security Act;
- N. Programs authorized under Job Corps;
- O. Programs authorized under YouthBuild;
- P. Programs authorized under Native American Programs; and
- Q. Programs authorized under National Farmworker Jobs Program.

The requirement of WIOA 121(h) is based on the premise that joint funding of AJC infrastructure is a necessary foundation for an integrated service delivery system. AJC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the AJC, including, but not limited to:

- A. Rental of the facilities;
- B. Utilities and maintenance;
- C. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,

²⁰ See table on pages 7-8 for a list of partners and whether they are required or not.

- D. Technology to facilitate access to the AJC, including technology used for the center’s planning and outreach activities.

20 CFR 678.700(c) specifies that infrastructure costs are applicable to all required partners, whether they are physically located in the AJC or not. However, each partner’s contributions to these costs may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs’ authorizing laws and regulations and the Uniform Guidance at 2 CFR part 200.

20 CFR 678.700(c) provides the following information regarding infrastructure costs:

Each entity that carries out a program or activities in a local one-stop center, described in §§ 678.400 through 678.410, must use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers. These payments must be in accordance with this subpart; Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program; and all other applicable legal requirements.

TEGL 17-16 states that the overall AJC operating budget must be included in the MOU. Infrastructure funding agreements are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755, 34 CFR 361.500 and 361.755, and 34 CFR 463.500 and 463.755. Similar to MOUs, the Local Board may negotiate an umbrella infrastructure funding agreement or individual agreements for one or more of its AJCs.

RSAs must include AJC infrastructure costs, as prescribed by WIOA Section 121(h). If a WIOA MOU does not provide for infrastructure cost sharing, as provided for in statute, the Local Area is required to use the WIOA MOU Modification process described on pages 29-30 to ensure fully executed and compliant WIOA MOUs are in place.

Local and State Infrastructure Cost Formulas

Section 121 of WIOA provides two separate formulas for the provision of infrastructure costs: the locally negotiated formula and the State-based formula. All Local Areas are encouraged to come to a mutually beneficial infrastructure formula.

Section 121(h) notes that should consensus on a locally negotiated formula not be achieved, the State funding mechanism will be used.

When a locally negotiated formula is not achieved, and in accordance with Section 121, the Governor, after consultation with Chief Elected Officials, Local Boards, and the State board, shall determine the portion of funds to be provided by each Partner. According 20 CFR 678.738, the Governor must calculate the statewide cap on the contributions for one-stop infrastructure funding required to be provided by each one-stop partner program for those Local Areas that have not reached agreement. The cap is the amount determined under paragraph (a)(4) of this section, which the Governor derives by:

- A. Determining the percentage of the corresponding AJC Partner program provided in paragraph (d) of this section to the amount of federal funds provided to carry out the one-stop partner program in the State for the applicable fiscal year;

- B. Selecting a factor (or factors) that reasonably indicates the use of AJCs in the State, applying such factor(s) to all Local Areas in the State, and determining the percentage of such factor(s) applicable to the Local Areas that reached agreement under the local funding mechanism in the State;
- C. Determining the amount resulting from applying the percentage determined in paragraph (a)(2) of this section to the amount determined under paragraph (a)(1) of this section for the AJC Partner program; and
- D. Determining the amount that results from subtracting the amount determined under paragraph (a)(3) of this section from the amount determined under paragraph (a)(1) of this section. The outcome of this final calculation results in the Partner program's cap.

In accordance with WIOA sec. 121(h)(2)(D), the following limitations apply to the Governor's calculations of the amount that one-stop partners in Local Areas that have not reached agreement under the local funding mechanism may be required under 20 CFR 678.736 to contribute to one-stop infrastructure funding:

- A. WIOA formula programs and Wagner-Peyser Act Employment Service. The portion of funds required to be contributed under the WIOA youth, adult, or dislocated worker programs, or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) must not exceed three percent of the amount of the program in the State for a program year.
- B. Other one-stop partners. For required one-stop partners other than those specified in paragraphs (c)(1), (3), (5), and (6) of this section, the portion of funds required to be contributed must not exceed 1.5 percent of the amount of federal funds provided to carry out that program in the State for a fiscal year. For purposes of the Carl D. Perkins Career and Technical Education Act of 2006, the cap on contributions is determined based on the funds made available by the State for postsecondary level programs and activities under sec. 132 of the Carl D. Perkins Career and Technical Education Act and the amount of funds used by the State under sec. 112(a)(3) of the Perkins Act during the prior year to administer postsecondary level programs and activities, as applicable.
- C. Vocational Rehabilitation.
 - a. Within a State, for the entity or entities administering the programs described in WIOA sec. 121(b)(1)(B)(iv) and 20 CFR 678.400, the allotment is based on the one federal fiscal year allotment, even in instances where that allotment is shared between two State agencies, and the cumulative portion of funds required to be contributed must not exceed 1.5 percent of the amount provided to carry out such for purposes of applicability of the State funding mechanism for Program Year 2020 and subsequent years.
 - b. The limitations set forth in paragraph (d)(3)(i) of this section for any given fiscal year must be based on the final Vocational Rehabilitation allotment to the State in the applicable federal fiscal year.
- D. TANF programs. For purposes of TANF, the cap on contributions is determined based on the total federal TANF funds expended by the State for work, education, and training activities during the prior federal fiscal year (as reported to the Department of Health and Human Services (HHS) on the quarterly TANF Financial Report form), plus any additional amount of federal TANF funds that the State TANF agency reasonably determines was expended for administrative costs in connection with these activities but that was separately reported to HHS as an administrative cost. The State's contribution to the one-stop infrastructure must not exceed 1.5 percent of these combined expenditures.
- E. CSBG programs. For purposes of CSBG, the cap on contributions will be based on the total amount of CSBG funds determined by the State to have been expended by local CSBG-eligible entities for the provision of employment and training activities during the prior federal fiscal year for which information is available (as reported to HHS on the CSBG Annual Report) and any additional amount that the State CSBG agency reasonably determines was expended for administrative purposes in connection with these activities and was

separately reported to HHS as an administrative cost. The State's contribution must not exceed 1.5 percent of these combined expenditures.

Again, local consensus is preferred, and is a necessary part of moving a local workforce system toward collaboration.

Allocation Base for Infrastructure Costs

Infrastructure costs must be allocated according to the proportion of benefit received by each of the required AJC Partners. Each Partner must work collaboratively with the State and the Local Board to establish and maintain the AJC delivery system's infrastructure.

For the duration of the RSA agreement, the required Parties must pay their portion of shared costs for each Center. The shared costs, the allocation method, and each Party's share must be jointly agreed to and identified in the RSA.

Cash, Non-Cash, and Third Party In-Kind

Infrastructure costs may be provided for on a cash, non-cash, or third party in-kind basis.

- A. ***Cash contributions*** are those made by required Partners to cover infrastructure expenses or cash payments made by required Partners to another entity (usually the One-Stop Operator) to cover infrastructure costs of the comprehensive AJC(s).
- B. ***Non-cash contributions*** may include donations of goods or services, or the documented value of supporting costs of items owned by a Partner program and used by the AJC.

For example, a Partner's proportionate share of the AJC operating costs is \$15,000. The Partner does not have sufficient cash or other resources to fully fund its share, and wishes to donate (not for its own individual use) gently used surplus computer equipment. In accordance with the requirements of 2 CFR 200.306, the computers are valued at \$10,000.

MD Labor funds the costs of the Maryland Workforce Exchange (MWE). The following statement shall be part of the RSA: "MD Labor will continue to leverage federal funds for the Local Area MWE cost."

- C. ***Third-party in-kind contributions*** are made by individuals or entities that are not Partners to the WIOA MOU. Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the costs associated with AJC operations. There are two types of third-party in-kind contributions that may count towards infrastructure costs: (1) general contributions to AJC operations (i.e., those not connected to any individual AJC Partner); and (2) those made specifically to an AJC Partner program (third-party donor contributions).

For an example of general contributions, consider the following: A general in-kind contribution could be a city government allowing the AJC to use city space rent free. These in-kind contributions would not be associated with one specific Partner, but rather would go to support the AJC generally and would be factored into the underlying budget and cost pools used to determine proportionate share. The result would be a decrease in the amount of funds each Partner contributes, as the overall budget will have been reduced.

For an example of a third party-donor contribution to an AJC Partner program, consider the following: A business partner provides assistive technology to a vocational rehabilitation program, which then gives it to an AJC. So long as the assistive technology was in the AJC's operating budget's infrastructure costs, the Partner could then value the assistive technology in accordance with the Uniform Guidance and use the value to count towards its proportionate share contribution. One caveat, however, is that prior to accepting in-kind contributions from a Partner (via a third party donor), there would need to be agreement among the Partners on cost allocation methodology to ensure that other infrastructure operating costs are sufficiently covered through cash and non-cash contributions.

Disputes Related to Infrastructure Contributions

As noted above, should a locally negotiated agreement not be reached, the State formula would be triggered.

In-Kind Arrangements

Parties to the RSA may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed upon by all of the Parties as a part of the locally negotiated formula and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. In-kind contributions must be identified in the RSA. For additional details on in-kind arrangements, see Infrastructure Costs on pages 22-26.

FISCAL AGENT FOR THE RESOURCE SHARING AGREEMENT

The RSA Fiscal Agent must be designated by all Parties to the RSA, and must be identified in the RSA. For practical reasons, it is recommended that the Lease Holder of the specific AJC location serves as the RSA Fiscal Agent. Rent and other building costs are usually the largest shared costs, and the Lease Holder is responsible for billing the other Parties for their share of the cost. If the Lease Holder is also a direct provider of service, they must adhere to WIOA Title I, Subtitle E (Administration) and 20 CFR 679.430 to ensure appropriate firewalls within a single entity performing multiple functions.

The RSA Fiscal Agent is charged with accounting and funds management as defined under Paragraph (b) of 20 CFR 679.420. The appropriate role of the Fiscal Agent is limited to accounting and funds management functions rather than policy or service delivery. Specifically, the RSA Fiscal Agent must:

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, WIOA, and the corresponding Federal Regulations and State policies;
- C. Respond to audit financial findings;
- D. Maintain proper accounting records and adequate documentation;
- E. Prepare financial reports; and,
- F. Provide technical assistance to subrecipients regarding fiscal issues.

Additional allowable functions, at the direction of the Local Board, are to:

- A. Procure contracts or obtain written agreements;
- B. Conduct financial monitoring of service providers; and/or,
- C. Ensure independent audit of all employment and training programs.

GUIDELINES FOR NEGOTIATING & EXECUTING THE WIOA MOU

Maryland strongly encourages its Local Areas to employ the following seven step process to ensure that WIOA MOUs are negotiated and executed in an efficient manner. It is incumbent on the Local Area that does not use the following steps to ensure that *all* AJC Partners are engaged in the MOU process in a collaborative fashion.

While the timelines stated here are provided as guidance, WIOA MOUs must include *at least six weeks'* time for legal review and to allow sufficient time to circulate the document for signatures.

The State may impose appropriate sanctions should a Local Area fail to fully execute the MOU, and the Local Area may need to start the dispute resolution and/or impasse procedure outlined in pages 31-33.

STEP 1. NOTIFICATION FROM MD LABOR

The MD Labor Office of Workforce Development must notify the Local Board Chair (or designee) in writing that it is necessary to renegotiate and execute the WIOA MOU and provide the Chair with the WIOA MOU template given in *Attachment A –Memorandum of Understanding Sample Template*. The MD Labor Office of Workforce Development should also notify appropriate State counterparts within the MD Labor Division of Unemployment Insurance (DUI), the MD Labor Office of Adult Education and Literacy Services, the Maryland DHS' Family Investment Administration, the MSDE DORS, and the DHCD to ensure they are also aware that the WIOA MOU will soon be revisited.

STEP 2. KICKOFF MEETING & NEGOTIATIONS

The Local Board Chair (or designee) is responsible for convening all required and optional AJC Partners to kick-off negotiations, and to ensure, at a minimum, all AJC Partners from all counties within the Local Area are appropriately represented.

The Local Board Chair (or designee) must host a kickoff WIOA MOU meeting with all required and optional AJC Partners in a timely manner. This meeting shall serve as the formal kickoff to WIOA MOU negotiations. The Local Area's Labor Exchange Administrator should represent MD Labor at the negotiations. At the kickoff meeting, the Local Board Chair (or designee) should review and provide all Parties with a copy of this Policy Issuance to ensure all Parties are fully aware of expectations and the overall process.

STEP 3. NEGOTIATION & DRAFT WIOA MOU SUBMISSION

Local partners should conduct legal reviews of the draft WIOA MOU before submitting it to MD Labor for review and signature. The Local Board Chair (or designee) must email a complete draft to the MD Labor Office of Workforce Development for review. Subsequently, the MD Labor Office of Workforce Development must email a complete draft of the WIOA MOU to appropriate State counterparts within the MD Labor DUI, the MD Labor Office of Adult Education and Literacy Services, the Maryland DHS' Family Investment Administration, the MSDE DORS, and the DHCD. The Local Board Chair (or designee) must provide all of the AJC Partner representatives identified within Exhibit 1 of the WIOA MOU with this same notification. The MD Labor Office of Workforce Development may grant an extension for the negotiation process for good cause if the Local Board Chair (or designee) determines that it is unable to provide a timely draft to MD Labor. The Local Board Chair (or designee) should request an extension with advance notice, if needed. Local partners must submit the draft without signatures.

STEP 4. REVIEW & COMMENT

Within two calendar weeks, MD Labor, DHS, DORS, and DHCD²¹ must review the draft and return feedback to the Local Board Chair (or designee). It is the responsibility of the Local Board Chair (or designee) to ensure all AJC Partners to the WIOA MOU are aware of the comments and revisions that are needed.

STEP 5. REVISED DRAFT PROVIDED TO MD LABOR

The Local Board Chair (or designee) must return a revised draft to the MD Labor Office of Workforce Development within two calendar weeks of receipt of feedback. MD Labor Office of Workforce Development may grant an extension for the revision process for good cause if the Local Board Chair (or designee) determines that it is unable to provide a timely draft to MD Labor. The Local Board Chair (or designee) should request an extension in writing with advance notice. Local partners must submit the draft without signatures.

STEP 6. MD LABOR, DHS, & DORS REVIEW FOR LEGAL SUFFICIENCY

Once the MD Labor Office of Workforce Development, DHS, and DORS are satisfied with the revisions, then it is the responsibility of the Assistant Attorney Generals for MD Labor's Division of Workforce Development and Adult Learning (DWDAL) and Division of Unemployment Insurance to review the WIOA MOU for legal sufficiency and approval within four calendar weeks of receipt. Challenges to this timeline will be addressed with the *Benchmarks of Success* Executive Steering Committee.

STEP 7. CIRCULATE FOR SIGNATURES

Once the draft is approved, MD Labor must be the first signatory. The Local Board Chair (or designee) must circulate the WIOA MOU and secure Partner signatures within four calendar weeks of receiving MD Labor approval. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and the document has been returned to the MD Labor Office of Workforce Development.

If a Partner is unwilling to sign the WIOA MOU, then the Local Board Chair (or designee) must ensure that the dispute resolution process is followed. If the dispute remains unsettled after this process, then an impasse shall be declared and that process shall be followed. Details on the dispute resolution and impasse processes can be found on pages 31-33 of this policy.

Once the WIOA MOU is fully executed, the MD Labor Office of Workforce Development is responsible for retaining all original WIOA MOUs.

²¹ DHCD will not review the draft MOUs for legal sufficiency.

MODIFICATION PROCESS

The State requires all WIOA MOUs to be reviewed every two years, but the State also recognizes that WIOA MOUs will, at times, require modification. For example, WIOA MOUs may require modification because of changes to: cost sharing amounts due to unforeseen circumstances; Parties to the MOU; service arrangements; vendors; or the State or Local Plan. A change in service delivery would not require a modification. Each local partner describes in their narrative what they will provide. A change is not needed unless there is a substantial change or cessation of all services by a partner. When a modification is deemed necessary, the following process must be used.

STEP 1. NOTIFICATION

When a Partner wishes to modify the WIOA MOU, the Partner must first provide written notification to all signatories of the existing WIOA MOU and provide the proposed modification(s).

STEP 2. DISCUSSION/NEGOTIATION

Upon notification, the Local Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Local Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon Agreement of all the Parties, a Modification will be processed.

If determined that a Partner is unwilling to agree to the WIOA MOU modification, then the Local Board Chair (or designee) must ensure that the dispute resolution process is followed. If the dispute remains unsettled after this process, then an impasse shall be declared and that process shall be followed. Details on the dispute resolution and impasse processes can be found on pages 31-33 of this policy.

STEP 3. MD LABOR REVIEW FOR LEGAL SUFFICIENCY

Immediately following the agreement of all the Parties to enter into the Modification, the Local Board Chair (or designee) must email a complete draft WIOA MOU Modification to the MD Labor Office of Workforce Development for review. The MD Labor Office of Workforce Development must send the draft WIOA MOU to the MD Labor Assistant Attorney General for MD Labor's DWDAL. Then, it is the responsibility of the Assistant Attorney General for MD Labor's DWDAL to review the WIOA MOU for legal sufficiency and approval within one calendar week of receipt.

STEP 4. CIRCULATE FOR SIGNATURES

The Local Board Chair (or designee) must immediately circulate the WIOA MOU Modification and secure Partner signatures within four calendar weeks of receiving MD Labor approval. The modified WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and the document has been returned to the MD Labor Office of Workforce Development.

The Modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Local Board Chair (or designee) acquires signatures of each party and provides a complete copy of the Modification with each Party's signature to all the other Parties.

If the Modification impacts only the RSA and not the MOU, then the MOU does not require re-signature. In this case, MD Labor will send a letter to the signature authority. All local partners affected by the Modification must sign the letter, and a signed copy of the letter with the modified RSA must be shared with all parties.

DISPUTE RESOLUTION & IMPASSE

In the event that negotiations break down at the local level, the State is compelled to offer assistance to the Local Board and the Partners to help them reach a WIOA MOU agreement. Local AJC delivery systems are the cornerstone of Maryland's workforce system and it is imperative that all required Partners be a part of the local service delivery structure. The following section details the dispute resolution and impasse processes for Maryland, which are designed for use by the Partners when unable to successfully reach an agreement necessary to execute the WIOA MOU. The State will also use this process for any dispute that arises after execution regarding interpretation and implementation of the WIOA MOU.

In the interest of prompt resolution of a dispute, the State requires that the action at each step of this procedure be done as soon as possible, but generally not later than the prescribed time limits. The time limit may be extended at the discretion of MD Labor, in the event of unforeseen circumstances. Conflicts may be resolved at any step in the process. A decision becomes binding on all Parties when a decision is agreed upon by the Parties to the dispute. The right of appeal no longer exists when a decision is agreed to by the appropriate Parties. Final decisions reached through these processes will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

DISPUTE RESOLUTION (STEP 1)

Before a disagreement reaches the level of impasse, the State requires the Local Board Chair (or designee) to first use Maryland's WIOA MOU Dispute Resolution process. MD Labor considers a disagreement to reach the level of dispute resolution when an issue arises out of the development and negotiation of a WIOA MOU agreement that is not easily coming to a point of resolution. It is the responsibility of the Local Board Chair (or designee) to coordinate the WIOA MOU Dispute Resolution and/or Impasse to ensure that issues are being resolved in accordance with this policy. Any party to the WIOA MOU may seek resolution under this policy.

To formally start the dispute resolution process, the petitioner, who is the party seeking resolution, must promptly complete the form provided in **Attachment B - Dispute Resolution Form** and submit it electronically to the Local Board Chair (or designee). It is the responsibility of the petitioner to notify all Parties to the WIOA MOU of the conflict. The Local Board Chair (or designee) must notify the MD Labor Office of Workforce Development of the conflict by electronically sending the completed Dispute Resolution Form.

In turn, the MD Labor Office of Workforce Development will alert the GWDB Executive Director and the DWDAL Assistant Secretary of the dispute. Within 14 business days of receipt of the Dispute Resolution Form, the DWDAL Assistant Secretary's Office will notify the Local Board Chair (or designee) of a date where the GWDB Executive Director, the Assistant Secretary, and appropriate MD Labor staff will meet to discuss the conflict with appropriate Partners and the Local Board Chair (or designee). Prior to the meeting, the GWDB Executive Director and the DWDAL Assistant Secretary will investigate the conflict to obtain additional information or to clarify the facts presented.

After the meeting, and within seven business days, the GWDB Executive Director and the DWDAL Assistant Secretary must provide a joint written response and dated summary of the proposed resolution to all Partners to the WIOA MOU in the Local Area. The Local Board Chair (or designee) will contact the petitioner, the appropriate State and local Partners (when a local Partner is not the petitioner) and the Local Board (when the Board is not the petitioner) to verify that all appropriate Parties are in agreement with the proposed resolution. The State will consider

the dispute to be settled when all Partners are in agreement. If the dispute is not resolved within ten business days of receipt of the written response, then an impasse shall be declared.

IMPASSE (STEP 2)

If Partners in a Local Area have employed the dispute resolution process and have failed to reach consensus on an issue, then an impasse is declared.²²

Impasse Step 1: Governor’s Workforce Development Board Proposes Resolution

The GWDB Executive Director is responsible for notifying the GWDB Chair that an impasse has been declared. At this point, the GWDB Executive Director and the DWDAL Assistant Secretary must provide the GWDB Chair with relevant materials for review, including but not limited to:

- A. The completed Dispute Resolution Form; and,
- B. GWDB Executive Director and DWDAL Assistant Secretary’s proposed joint resolution.

In turn, the GWDB Chair is responsible for selecting three GWDB members to serve as members of an Impasse Review Team. The Impasse Review Team must investigate the dispute to obtain additional information or to clarify the facts presented.

Within 14 business days of the declaration of impasse, the Impasse Review Team must meet to discuss the dispute with all appropriate State and local Partners.

After meeting, within seven business days, the Impasse Review Team must provide a written response and dated summary of the proposed resolution to all appropriate Parties. The Local Board Chair (or designee) then must contact the petitioner, the appropriate State and local Partners (when a local Partner is not the petitioner) and the Local Board (when the Board is not the petitioner) to verify that all appropriate Parties are in agreement with the proposed resolution. The State will consider the dispute to be settled when all Partners are in agreement.

If the dispute is not resolved within ten business days of receipt of the GWDB Impasse Review Team’s written response, then Step 2 of the impasse procedure must be followed.

Impasse Step 2: Governor Resolves Dispute

After an impasse has gone through Step 1 and remains unresolved, then it is the responsibility of the GWDB Chair to inform the Governor of the impasse. The Chair must provide the Governor with relevant materials for review, including but not limited to:

- A. The completed Dispute Resolution Form;
- B. GWDB Executive Director and DWDAL Assistant Secretary’s proposed joint resolution; and,
- C. The GWDB Impasse Review Team’s proposed resolution.

Upon review, the Governor will determine how the impasse shall be resolved. The Local Board Chair (or designee) will ensure that all Partners are aware of the Governor’s decision. In accordance with WIOA, the impasse decision

²² See page 26 for infrastructure disputes.

made by the Governor shall be applicable to the Local Area for that program year and for each subsequent program year for which Partners fail to reach such agreements.

Partners should be aware that there are consequences for noncompliance, and that these consequences may include the withholding of federal and/or State funds, as appropriate and allowable under applicable laws and regulations, including 2 CFR Part 200.38.

If the State cannot assist the Local Board in resolving the impasse, the Governor or the GWDB must report the failure to the Secretary of USDOL and to the head of any other Federal agency with responsibility for oversight of a Partner's program.

MONITORING

MD Labor acknowledges that the federal oversight agencies, including the USDOL, the U.S. Department of Education, and the U.S. HHS, have the authority to conduct fiscal and programmatic monitoring to ensure that federal awards are used for authorized purposes in compliance with law, regulations, and State policies, and that those laws, regulations, and policies are enforced properly. To ensure that policies are being followed and expectations are being met, Partners to the WIOA MOU should also expect the State, including MD Labor, MSDE DORS, DHS, and DHCD to conduct fiscal and programmatic monitoring as appropriate. MD Labor, DHS, MSDE DORS, and DHCD have a shared responsibility for fiscal and programmatic monitoring of programs in their purview). The Local Board Chair (or designee) may conduct monitoring. The Chief Elected Official (or designee) may conduct monitoring.

FAIR PRACTICES AND ACCESSIBILITY

It is MD Labor's policy that all persons have equal opportunity and access to services and facilities without regard to race, religion, color, sex (including pregnancy, childbirth and related medical conditions, transgender status, gender identity), marital status, genetic information, age, national origin or ancestry (including Limited English Proficiency), disability, veteran status or political affiliation or belief. Partners may refer to MD Labor's Nondiscrimination Plan²³ and Language Access Plan²⁴ for more information on accommodations and services. Partners must conduct coordinated efforts in the evaluation of the facility for compliance that will allow accessibility to all.

²³ MD Labor's Nondiscrimination Plan is available at the following link: <http://www.labor.maryland.gov/employment/ndp/>.

²⁴ The DWDAL and Division of Unemployment Insurance Language Access Plan is available at the following link: <http://www.labor.maryland.gov/employment/wioa-access.pdf>.

REFERENCES

LAW

- [41 U.S.C. Section 702](#);
- [42 U.S.C. Section 503](#);
- [42 U.S.C. Section 601-619](#);
- [Age Discrimination Act of 1975](#) (42 U.S.C. 6101);
- [Buy American Act](#) (Pub. L 111-350) Title 1, Sections 8301- 8303, dated January 4, 2011;
- [Byrd Anti-Lobbying Amendment](#) (31 U.S.C. 1352);
- [Consolidated Appropriations Act, 2012](#) (Pub. L 112-74) Division F, Title I, Section 105, dated December 23, 2011;
- [Drug-Free Workplace Act of 1988 \(Pub. L. 114-38\)](#);
- [Further Continuing Appropriations Act, 2013](#) (Pub. L 113-6) Division F, Title I, Sections 1101 (a)(4) and 1102, dated March 26, 2013;
- [Maryland Code Ann. General Provisions, Section 4-307, 4-401 and 4-402](#);
- [Maryland Code Ann., Human Services, Sections 5-301 - 5-321](#);
- [Maryland Code Ann., Labor & Employment Article, Section 8-625](#);
- [Maryland Code Ann., Labor and Employment Article, Section 11-103](#), “Division of Workforce Development and Adult Learning -- Transfer of Senior Community Service Employment Program;
- [Nontraditional Employment for Women Act of 1991](#) (Pub. L102-235);
- [Rehabilitation Act of 1973](#) (29 U.S.C. 794) Section 504;
- [The Nontraditional Employment for Women Act of 1991](#) (Pub.L.102-235), dated December 12, 1991;
- [Title IX of the Education Amendments of 1972](#);
- [Title VI of the Civil Rights Act of 1964](#) (42 U.S.C. 2000d et seq.);
- [Wagner-Peyser Act](#) (29 U.S.C. 49); and
- [Workforce Innovation and Opportunity Act](#) (WIOA), 29 U.S.C. § 3101 et. seq (2015).

REGULATION

- 29 Code of Federal Regulations (CFR), Part 98, Subpart F, “[General Principles Relating to Suspension and Debarment Actions](#);”
- 2 CFR, Chapter 2, “[Office of Management and Budget Guidance for Grants and Agreements](#);”
- 2 CFR 182, “[Government Wide Requirements for Drug-Free Workplace \(Financial Assistance\)](#);”
- 20 CFR Parts 603, 651, 652, et al., “[Workforce Innovation and Opportunity Act; Final Rule](#);”
- 29 CFR Part 37, “[Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 \(WIA\)](#);”
- 29 CFR Part 38, “[Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act](#);”
- 29 CFR Part 93, “[New Restrictions on Lobbying](#);”
- 29 CFR 98, “[Government wide Debarment and Suspension \(Nonprocurement\)](#);”
- 3 CFR 1986, “[Debarment and Suspension](#);”
- 58 CFR 51751, “[Continuance of Certain Federal Advisory Committees](#);”
- 34 CFR 361, “[State Vocational Rehabilitation Services Program](#);”
- 34 CFR 363, “[The State Supported Employment Services Program](#);”
- 45 CFR 260, “[General Temporary Assistance for Needy Families \(TANF\)](#);”

- 45 CFR 205.50, “[Public Assistance Programs, Safeguarding Information for the Financial Assistance Programs;](#)”
- Code of Maryland Regulations (COMAR), Title 9 - Department of Labor, Subtitle 01 – [Office of the Assistant Secretary;](#)
- COMAR, Title 21- State Procurement Regulations, Subtitle 11 – Socioeconomic Policies, Chapter 8 - “[Drug and Alcohol Free Workplace;](#)”
- COMAR Title 9 – Department of Labor, Subtitle 33 – Job Service, Chapter 1 – “[Job Service;](#)”
- COMAR Title 13a – State Board of Education, Subtitle 11 – Programs for Adults with Disabilities, Chapter 1 – “[Vocational Rehabilitation Services;](#)”
- COMAR Title 13a – State Board of Education, Subtitle 11 – Programs for Adults with Disabilities, Chapter 6 – “[Records of Services;](#)” and
- COMAR Title 13a – State Board of Education, Subtitle 11 – Programs for Adults with Disabilities, Chapter 7 – “[Appeal Hearings.](#)”

FEDERAL GUIDANCE

- Training and Employment Guidance Letter (TEGL) 7-20, “[Effective Implementation of Priority of Service Provisions for Most in Need Individuals in the Workforce Innovation and Opportunity Act \(WIOA\) Adult Program,](#)” dated November 24, 2020;
- TEGL 17-16, “[Infrastructure Funding of the One-Stop Delivery System,](#)” dated January 18, 2017;
- TEGL 16-16, “[One-Stop Operations Guidance for the American Job Center Network,](#)” dated January 18, 2017;
- TEGL 17-15, “[Workforce Innovation and Opportunity Act \(WIOA\) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year \(PY\) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service \(ES\) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016,](#)” dated April 5, 2016;
- TEGL 19-14, “[Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act,](#)” dated February 19, 2015;
- [U.S. Department of Education FAQ On WIOA Infrastructure Costs,](#) dated December 27, 2016;
- U.S. Department of Education Rehabilitation Services Administration Policy Directive 16-03, “[Workforce Innovation and Opportunity Act \(WIOA\) Requirements for Unified and Combined State Plans,](#)” dated March 9, 2016;
- TEGL 05-06, “[Implementing the Salary and Bonus Limitations in Public Law 109-234,](#)” dated August 15, 2006; and
- [Quick Reference Guide to WIOA Joint Final Rule,](#) dated June 27, 2016.

EXECUTIVE ORDERS

- Maryland Executive Order 01.01.2015.19, “[Governor’s Workforce Investment Board,](#)” dated June 26, 2015;
- COMAR, Title I – Executive Order 01.01.1989.18, “[Drug and Alcohol Free Workplace \(Non-State Entities\);](#)”
- Executive Order 13333, “[Amending Executive Order 13257 to implement the Trafficking Victims Protection Reauthorization Act of 2003,](#)” dated March 23, 2004.

OTHER REFERENCES

- [Maryland WIOA State Plan, 2020-2024;](#)
- WIOA Technical Document 2016-01, “[Definitions for WIOA Implementation;](#)”
- [MD Labor’s Nondiscrimination Plan;](#)
- [DWDAL and Division of Unemployment Insurance Language Access Plan;](#) and
- [Temporary Cash Assistance State and Workforce Development Area Profiles.](#)

ATTACHMENTS

Attachment A –Memorandum of Understanding Sample Template

Attachment B – Dispute Resolution Form

(Insert Local Workforce Development Area name)
Memorandum of Understanding (identify the Parties in the header)
20 [] - 20 []

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

This MOU is developed to memorialize the understanding of the Parties regarding the operation and management of the American Job Centers in [] (the “Local Area”). The [] (the “Local Board”) provides local oversight of workforce programming for the Local Area.

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

- The Maryland Department of Labor (WIOA Title I Adult, Dislocated Worker and Youth, WIOA Title II Adult Education and Family Literacy Act Program, WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, 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 Services (42 USC 601, et seq, also known as Temporary Assistance for Needy Families) / Local Departments of Social Services;
- **(INSERT “OTHER APPROPRIATE FEDERAL, STATE, OR LOCAL PARTNERS” OPERATING WITHIN THE LOCAL AREA must include the local recipient of CSBG on behalf of DHCD)**

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

Terms and Conditions

I. Duration of MOU

This MOU shall take effect July 1, 20[REDACTED] and will terminate no later than June 30, 20[REDACTED], 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. Contact Information of the Partners is labeled as **Exhibit 1 and made a part of this MOU.**

II. Convening of Parties

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

III. System Overview

WIOA was signed into law on July 22, 2014, and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Maryland's vision in implementing the federal act. Maryland's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Maryland's workforce agencies have jointly developed the State's workforce plan with the intent that this vision will be carried out by each of the Local Areas through their American Job Centers. The Parties acknowledge that these goals are the central focus of the work to be done under this MOU. The Parties agree to comply with the policies, procedures, and assurances, established under WIOA, including but not limited to the Policy Issuance 2021-04, WIOA Memoranda of Understanding and Resource Sharing Agreements" ("the Policy").

IV. Performance Requirements & Data Sharing

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

V. Services Offered through the American Job Center System

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

The Partners will:

(DESCRIBE SERVICES TO BE PROVIDED, THE COORDINATION OF SERVICES, AND THE DELIVERY OF SERVICES.)

- A. The American Job Center 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 American Job Center system.
 - (2) Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program, available.
 - (3) Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the federal cost principles as set out in 5 U.S.C. 301 and 2 C.F.R. Part 200.
 - (4) Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.

(PARTNERS MAY INCLUDE ADDITIONAL RESPONSIBILITIES AS AGREED TO BY THE PARTNERS).

B. 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 (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.
- (3) The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, the status of the individual as a participant.
- (5) The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

VI. Referral Arrangements

(PARTIES MUST PROVIDE SPECIFICS AS TO HOW AMERICAN JOB CENTER PARTNERS AND THE ONE-STOP OPERATOR WILL REFER INDIVIDUALS TO APPROPRIATE SERVICES & ACTIVITIES)

VII. Resource Sharing Agreement

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

The RSA is labeled as Exhibit 2 and made a part of this MOU.

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 by 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

The RSA Fiscal Agent is designated by all Parties to the RSA, and is identified in the attached RSA Template(s).

D. American Job Center Shared Space

The current leases or agreements for American Job Centers space(s) are attached here to demonstrate the negotiation of shared infrastructure costs, and are included in Exhibit 3, which is made a part of this MOU.

VIII. Dispute Resolution Process

In the event that an impasse should arise between the Parties regarding terms and conditions, performance, modification, 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. The Local Board Chair (or designee) shall coordinate the dispute resolution process and ensure that the Policy is followed.

IX. Applicable Law

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

X. Confidentiality

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

XI. Modification

Modifications to this MOU shall be in writing and signed by each Party. In order to modify this MOU, the Parties agree to follow the process outlined in the Policy.

To initiate a modification, a Party requesting a modification must notify all other Parties of the requested modification in writing. Upon receipt of the required notice, the Local Board Chair shall ensure that any negotiations be resolved promptly. If the Parties cannot resolve the modification request in a manner acceptable to all parties the parties shall participate in the dispute resolution process pursuant to Section VIII of this MOU and as further described in the Policy.

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

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

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

XIII. Non-Assignment

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

XIV. Severability

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

XV. Fair Practices Certification

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

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

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

XVII. Drug and Alcohol Free Workplace

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

XVIII. Certification Regarding Lobbying

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

XIX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 C.F.R. Part 180.

XX. Priority of Service

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

XXI. Buy American Provision

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

XXII. Human Trafficking

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

XXIII. Salary Compensation and Bonus Limitations

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

XXIV. Indemnification and Liability

To the extent permitted by Maryland law and the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the any other parties' performance or operation of this MOU.

XXV. Signatures

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Witness:

(LOCAL CHIEF ELECTED OFFICER)

Signature

Date

(INSERT ALL OTHER SIGNATORIES AND WITNESSES AS APPROPRIATE)

Exhibit 1

Exhibit 1 should identify partners, including relevant addresses and contact information.

Exhibit 2

Exhibit 2 is the Resource Sharing Agreement.

Exhibit 3

Exhibit 3 corresponds with the Resource Sharing Agreement and should include leases, agreements, and floor plans considered to be a shared expense. Any lease entered into by any Party which impacts the expenses of an American Job Center should be included.

MOU ATTACHMENT NO.:	Add #		
Local Workforce Development Area:	The New Center		
Location:	Local Area		
Start/End Date:	7/1/20XX	to	6/30/20XX
Fiscal Agent:	PARTNERS		
	Required Partner #1:	Required Partner #2:	Required Partner #3:
	Required Partner #4:	Required Partner #5:	Required Partner #6:
	Required Partner #7:	Required Partner #8:	Additional Partner #9:
Report Date:	Local Board	WIOA Title II (Local Grantees)	*MD Labor
	DORS	*MD Labor	*MD Labor
		*MD Labor	DHS
Totals			
Shared Space			
Total Space (lease amt.)			

FUNDING SOURCE:	Total Budget	Reimbursed to Date	Expense this Qtr:	WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III (Wagner Peyser)	WIOA Title IV (Vocational Rehabilitation)	Trade	Jobs for Veterans State Grants	UI	TANF			
CFDA # (if applicable)				add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA	add CFDA		
Allocation Method:	TBD													
Quantifier for chosen Allocation Method:	1,074			200	25	350	46	58	160	78	79	78	1,074	1,600
Percentage of Quantifier:	100%			19%	2%	33%	5%	5%	15%	7%	7%	7%	100%	
Shared Expenses: Infrastructure														
Rent	\$ 20,000			\$ 20,000									\$ 20,000	
Utilities	\$ 2,000			\$ 2,000									\$ 2,000	
Telephone	\$ 500					\$ 500							\$ 500	
Janitorial	\$ 60					\$ 60							\$ 60	
Grounds Keeping	\$ -												\$ -	
Maintenance	\$ -												\$ -	
Security Services	\$ 5,000			\$ 5,000									\$ 5,000	
In-Kind Contribution:	\$ -												\$ -	
Other:	\$ -												\$ -	
Shared Expenses: Resources														
Copiers	\$ 500							\$ 500					\$ 500	
Supplies	\$ 1,000								\$ 1,000				\$ 1,000	
Fax Machines	\$ -												\$ -	
Computers	\$ -												\$ -	
Software	\$ -												\$ -	
In-Kind Contribution:	\$ -												\$ -	
Other:	\$ -												\$ -	
Shared Expenses: Staff Services														
Customer Svc Spec (add FTE)	\$ -												\$ -	
Salaries	\$ -												\$ -	
Fringe	\$ -												\$ -	
One-Stop Manager (add FTE)	\$ -												\$ -	
Salaries	\$ -												\$ -	
Fringe	\$ -												\$ -	
In-Kind Contribution:	\$ -												\$ -	
Other: (add FTE)	\$ -												\$ -	
Salaries	\$ -												\$ -	
Fringe	\$ -												\$ -	
Shared Expenses: Other														
Other: Subscriptions	\$ 4,000			\$ 2,000	\$ 2,000								\$ 4,000	
In-Kind Contribution:	\$ -												\$ -	
Other:	\$ -												\$ -	
Total Paid by Partner	\$ 33,060			\$ 22,000	\$ 7,000	\$ 2,500	\$ 60	\$ 500	\$ -	\$ 1,000	\$ -	\$ -	\$ 33,060	\$ -
Partner's share of total costs	\$ 33,060			\$ 6,281	\$ 661	\$ 10,910	\$ 1,653	\$ 1,653	\$ 4,959	\$ 2,314	\$ 2,314	\$ 2,314	\$ 33,060	\$ -
Total Due to/from Partner	0			(15,719)	(6,339)	8,410	1,593	1,153	4,959	1,314	2,314	2,314	0	

Please note - the dollar amounts posted above are samples only.

*MD Labor will continue to leverage federal funds for the Local Area MWE cost.

Updated March
2021

RSA Template Instructions

Please note:

Local partners have the option to adjust the template for specific local needs. If the template is adjusted, the instructions below may or may not apply

The local partners complete a separate template for each location.

Cells with labels, titles and automatic calculations should be locked. They are not locked on the template to allow for local flexibility

The costs posted on the template are estimated annual costs

The costs posted on the template are shared costs only (partners may have other costs that are not shared costs, that do not impact the RSA)

The costs are reconciled against actual costs in columns E and F, at least quarterly

The instructions refer to annual cost. However, if the start and end dates do not coincide with a 12 months period, the amount may need to be pro-rated on a case by case basis.

ROW or COLUMN	TITLE or ITEM	INSTRUCTIONS
Row 5	Fiscal Agent	Cell C5: type in the name of the Fiscal Agent Organization and Contact Person
Row 9	CFDA # (if applicable)	Add CFDA # (for federal funding only)
Row 10	Allocation Method: TBD	No data entry in this row. Enter the agreed upon allocation Method in Cell C10.
Row 11	Add quantifier for chosen allocation method	Enter quantifier for each partner. Cells 11C and 11P calculate the total quantifier.
Row 12	Percentage of quantifier based on chosen allocation method	No data entry in this row. This row automatically calculates each partner's percentage of the quantifier for the chosen allocation method.
Row 13	Shares Expenses: Infrastructure	No data entry in this row.
Row 14	Rent	The lease holder posts the annual rent paid
Row 15	Utilities	The lease holder posts the annual cost of utilities
Row 16	Telephone	Post annual cost (not necessarily the lease holder, depending on who is paying for the phone lines)
Row 17	Janitorial	The lease holder posts the annual cost
Row 18	Grounds Keeping	The lease holder posts the annual cost
Row 19	Maintenance	The lease holder posts the annual cost
Row 20	Security Services	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 21	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)

Row 22	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 23	Other	Partners describe other shared costs (if any) in Column C, and post the annual cost
Row 24	Shared Expenses: Resources	No data entry in this row.
Row 25	Copiers	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 26	Supplies	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 27	Fax Machines	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 28	Computers	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 29	Software	Post annual cost (not necessarily the lease holder, depending on who is paying for the service)
Row 30	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 31	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 32	Other	Partners describe other shared costs (if any) in Column C, and post the annual cost
Row 33	Shared Expenses: Staff Services	No data entry in this row.
Row 34	Customer Service Specialist (add FTE)	No data entry in this row. Add cell note in cell C32 with the Staff name(s), position(s), FTE(s)
Row 35	Salaries	Partners post shared annual cost as applicable.
Row 36	Fringe	Partners post shared annual cost as applicable.
Row 37	One-Stop Manager (add FTE)	No data entry in this row. Add cell note in cell C35 with the staff name, position, FTE
Row 38	Salaries	Partners post shared annual cost as applicable
Row 39	Fringe	Partners post shared annual cost as applicable
Row 40	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 41	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 42	Other (add FTE)	Partners describe other shared personnel costs (if any) in Column C, and post the annual cost
Row 43	Salaries	Partners post shared annual cost as applicable
Row 44	Fringe	Partners post shared annual cost as applicable
Row 45	Shared Expenses: Other	No data entry in this row.

Row 46	Other: Subscriptions	Partners post shared annual cost as applicable
Row 47	In-Kind Contribution	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 48	Blank	Partners describe the In-Kind Contribution(s), if any, in Column C, and post the monetary value of the contribution(s)
Row 49	Other	Partners describe other shared cost in Column C, and post shared annual cost as applicable
Row 50	Total Paid by Partner	No data entry in this row. This row calculates each partner's contribution.
Row 51	Partner's share of total costs	No data entry in this row. This row calculates each partner's annual cost or reimbursement, based on the total shares cost in cell P46, and based on the partner's percentage share in row 12
Rows 52	Blank	No data entry.
Row 53	Total Due to/from Partner	No data entry in this row. This row calculates each partner's annual payable or receivable, which is the net of the partner's annual shared cost paid (in row 46) and the partner's annual share of the total shared cost (in row 47). The amounts in this row are the basis for the quarterly invoices prepared by the Fiscal Agent.
Column D	Total Budget for each line item	No data entry in this Column. Column D calculates the total budget for each line item, usually annual cost.
Column E	Reimbursed to Date	Updated on the "RSA Working Copy" only: The Fiscal Agent post the reimbursed amounts for each line item, quarterly or annually
Column F	Expense this Quarter	Updated on the "RSA Working Copy" only: The Fiscal Agent posts the actual cost for each line item, either quarterly or annually, to reconcile budgeted cost against actual cost. Any adjustments will be made on the last quarter or first quarter invoice.
Column P	Totals	No data entry in this Column. This column calculates the total occupied space in row 11, and the total cost for each budget line item.
Column Q	Shared Space	Use this Column if the Square Foot allocation method was selected. The Lease Holder or Fiscal Agent posts the total shared space, which is the difference between the occupied space and the total space. The template calculates the cost of shared space based on the percentages of occupied space.

Column R

Total Space

Use this Column if the Square Foot allocation method was selected. The Lease Holder or Fiscal Agent posts the total space (occupied and shared), which equals the total space in the lease.

WIOA MOU Dispute Resolution Form

Dispute Submission Date _____

Local Workforce Development Area _____

Local Board Chair or Designee _____

Petitioner _____

(Name Person Submitting Form)

Representing

(Local Partner Organization)

Local Partners Involved in Dispute

Nature of Dispute (Additional space can be used to describe the nature of the dispute)

Contact for Local Partners Involved

I, the undersigned, as representative of the above local partner, certify that the above information provided is to the best of my recollection.

Signature of Petitioner

Date