

**GREATER NEW BEDFORD AREA
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
JOINT PARTNER LOCAL UMBRELLA MEMORANDUM OF
UNDERSTANDING (MOU)**

**Between the
Workforce Innovation and Opportunity Act Partners
and the
MassHire Greater New Bedford Workforce Board**

FOR THE PERIOD OF:

JULY 1, 2017 TO JUNE 30, 2023

As Amended on August 31, 2018

TABLE OF CONTENTS

I. PURPOSE OF THIS MOU.....	3
Mission.....	5
Vision	5
Shared Goals	6
Effective Dates and Term of MOU	6
Assurances	7
II. ORGANIZATIONAL STRUCTURE	8
PARTIES TO THE MOU / MANDATED WIOA PARTNERS.....	8
Geographic Area	9
Decision Making Model.....	9
Meetings	9
Attendance	10
Quorum	10
Special Meetings	10
III. PHASES OF MOU DEVELOPMENT.....	10
Phase I and Phase II	10
Phase I: Service Coordination	11
Phase II: Shared Resources and Costs, Shared Technology Portal, and Defining the System.	11
IV. THE SYSTEM.....	13
V. OVERVIEW OF PARTNER RESPONSIBILITIES	13
Partner Roles and Responsibilities.....	14
Co-branding and System Affiliation	15
Financial Contributions (Cash, In Kind, etc.)	15
VI. PARTICIPATION EXPECTATIONS	16
Methods for Referring Job Seekers.....	18
Method for Referring Business Customers	19
Access for Individuals with Barriers to Employment	19
Shared Technology and System Security.....	21
Metrics Collective Impact Statement and Assessment	22
VII. ADMINISTRATIVE AND OPERATIONS MANAGEMENT	22
Modifications and Revisions.....	22
Termination of this MOU	23

VIII. ATTACHMENTS 24

ATTACHMENT A – SERVICE DELIVERY AREA..... 25

ATTACHMENT B – MOU PARTNER LIST (ALPHABETICAL ORDER)..... 26

ATTACHMENT C – REFERRAL AND SYSTEM PATHWAYS 27

ATTACHMENT D - MOU PROCESS DESCRIPTION 29

ATTACHMENT E – DUA PROVISIONS TO MOU 39

ATTACHMENT F – MRC PROVISIONS TO MOU 40

ATTACHMENT G – UNIVERSITY OF MASSACHUSETTS DARTMOUTH PROVISIONS
TO MOU 42

ATTACHMENT H - INFRASTRUCTURE FUNDING AGREEMENT LANGUAGE..... 43

IX. SIGNATURES..... 44

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
JOINT PARTNER LOCAL UMBRELLA
MEMORANDUM OF UNDERSTANDING (MOU)
Between the Workforce Innovation and Opportunity Act Partners and
the MassHire Greater New Bedford Workforce Board, Inc.**

I. PURPOSE OF THIS MOU

The Workforce Innovation and Opportunity Act of 2014 (codified at 29 U.S.C. 3101 et seq.), hereafter referred to as “WIOA”, requires under 20 CFR §678.500 that a Memorandum of Understanding, hereafter referred to as “MOU”, is developed and executed between the Local Chief Elected Official (Local CEO), the Local Workforce Development Board - the MassHire Greater New Bedford Workforce Board, Inc., hereafter referred to as “workforce board”, and WIOA-mandated Partners as established by 20 Code of Federal Regulations (CFR) §678.400 and other Partners as described by 20 CFR §678.410 hereafter referred to collectively as “Partner(s)”. The purpose is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives of WIOA and establish a Universal Career Pathways System, hereafter referred to as “The System”. The process conducted for achieving this MOU is outlined in Attachment D.

This MOU also serves to create the framework for providing services to employers, employees, job seekers, and others needing workforce services, hereafter referred to as “Shared Customers”, in the designated local workforce area of Greater New Bedford on the South Coast of Massachusetts, hereafter referred to as the “South Coast”. This MOU replaces the interim MOU signed by all parties on June 30, 2017.

The workforce board functions as the Local Workforce Development Board (LWDB) throughout the Greater New Bedford designated area of the Commonwealth of Massachusetts. The workforce board competitively procures service providers to function as the operators of the Greater New Bedford Career Center, hereafter referred to as “Career Center” as outlined in 20 CFR §678.300, of which the WIOA Required Partners agree to participate in the selection process of One-Stop Operators as required by WIOA, at least once every 4 years. This MOU represents an agreement between the workforce board, the Career Center, and all WIOA-mandated Partners to meet compliance with all requirements under WIOA and to execute a data and demand-drive workforce development system in the service area to further support the development of local service strategies to meet the needs of local businesses and job seekers. Non-mandated Partners are defined and are included in this MOU.

Greater New Bedford’s One-Stop career delivery system via the Career Center, referred to at the federal level as American Job Centers (AJC), fosters partnerships and provides career-seeker and businesses the services to achieve the key provisions of WIOA and the Commonwealth of Massachusetts Combined Workforce Development Plan: (1) increasing the focus on serving the most vulnerable workers; (2) expanding education and training options; (3) helping disadvantaged and unemployed adults and youth earn while they learn; and (4) aligning planning and accountability policies across core programs.

These objectives will be accomplished by ensuring access to The System a universal career pathways system of high-quality access points that make up the local workforce system. This includes an anticipated shared technology-based portal to allow universal access to the full range

of services available in the community for all career-center related customers seeking, but not limited to, the following:

- Employment in the South Coast region;
- Building basic educational or occupational skills through the Career Center and other Partners;
- Earning a postsecondary certificate or degree at local institutions including, but not limited to, Bristol Community College or the University of Massachusetts Dartmouth related to job or career readiness;
- Obtaining guidance on how to make career choices through the Career Center and other Partners; or,
- Access to support systems including, but not limited to, the Massachusetts Rehabilitation Commission (MRC), The Massachusetts Commission for the Blind (MCB), Department of Unemployment Assistance (DUA), Adult and Community Learning Services (ACLS), Department of Transitional Assistance (DTA), Department of Veterans Services, and Senior Community Service Employment Program.

Mission

To collaborate and provide a seamless and integrated system of workforce, educational, and human services for all Shared Customers in the South Coast service area.

Vision

Every individual in our South Coast service area is provided universal access to workforce development resources through The System.

Shared Goals

1. Every eligible, willing, and able Shared Customer will have access to literacy development, vocational counseling, career advising, workforce training and education, job placement services, and job placement assistance;
2. The System will be business driven by the needs of employers in our service delivery area;
3. All Partners will contribute the appropriate services to The System and its Shared Customers;
4. All Partners will contribute to The System and maintain accurate accounting records for related activities and services as appropriate;
5. All Partners will provide demand-driven and data informed services to Shared Customers;
6. All Partners will be responsible for performance measurement and accountability;
7. All Partners will commit to utilizing a shared customer tracking system to gather data and measure outcomes across the workforce development system;
8. All Partners agree to engage in consultation and the sharing of best practices, ensuring competent, customer centered services.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party and go into effect fully executable on July 1, 2017 and as amended on August 30, 2018. The term of this MOU shall be for three (3) years commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three (3) years to identify any substantial changes that have occurred.

Assurances

The workforce board and the Partners agree to conduct the following activities at a local level:

1. Enter into a local MOU with the workforce board relating to operation of the workforce development career center system;
2. Participate in the operation of the one-stop delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of Federal laws authorizing the programs and activities;
3. Define Shared Customers between Partners to create a clear understanding of how multiple providers, services and resources should support youth, job seekers, and businesses;
4. Redesign the Career Center customer flow and service practices across Partner agencies, including ensuring the accessibility and availability of services to Shared Customers;
5. Utilize robust technology tools to scale-up practices and provide more significant supports for individuals with barriers to employment, including basic skills assessment, remediation, and career development tools;
6. Track and evaluate the outcomes for individuals who face barriers to employment;
7. Use a portion of the funds available for programs and activities to maintain the one-stop delivery system, including infrastructure and shared costs of One-Stop Career Centers, through methods agreed upon by the Local Board, Chief Elected Official, and Partners as determined and outlined in Attachment H;
8. Provide representation on the local workforce boards to the extent possible and/or participate in Local Board ad hoc activities/events or on standing committees;

9. The MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services. The MOU must be updated to reflect any change in the One-Stop Partner infrastructure cost contributions.

II. ORGANIZATIONAL STRUCTURE

PARTIES TO THE MOU / MANDATED WIOA PARTNERS

The following table represents the federally-mandated WIOA Partners and programs and the non-mandated Partners who have contributed to this agreement and the regional organizations that represent each program: *See Attachment B for Partner Contacts.*

WIOA Mandated Programs	Regional Organization / MOU Partner
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Geographic Area

The geographic area of this MOU encompasses broadly the South Coast region of the Commonwealth of Massachusetts, United States of America. The geographic has a particular focus, but is not limited to, the local workforce development area, termed Greater New Bedford, which encompasses the following cities and towns: Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, New Bedford, Rochester, Marion, Mattapoisett, and Wareham.

Decision Making Model

The System will execute its activities as a Cooperative model of decision making, whereas each Partner maintains its own programs, services, and related activities, but refers and coordinates services with the broader network of Partners. The System shall have a 13 member committee consisting of at least one member from each mandated partner and one member from each optional partner or their designee as listed in the Partner Contact list in Appendix B.

Working groups will be established through consensus of The System committee as needed.

The System will be facilitated initially by the workforce board and elect a facilitator on an annual basis to organize the meeting and set agenda through consensus with The System committee.

The facilitator will appoint a record keeper for each meeting.

Meetings

The System committee will meet at least one time quarterly during each calendar year with meetings in January, April, July and October. Meeting location, dates, and times will be decided in advance at a previous meeting. Working group meetings shall be held at a location, date, time, and frequency as determined at the quarterly meetings or in subsequent working group meetings.

Attendance

Each Partner organization shall send at least one representative or designee to each quarterly meeting.

Quorum

A quorum of at least seven (7) of the Partner organization designees is required to conduct a quarterly meeting. A working group quorum shall consist of at least two members.

Special Meetings

Partners reserve the right to call special meetings with due notice through the Facilitator to all Partners via electronic written communication at least 48 hours in advance. Special meetings can be called on topics related to the WIOA requirements or The System activities.

III. PHASES OF MOU DEVELOPMENT

Joint infrastructure funding is critical to establishing the foundation needed for the South Coast Universal Career Pathways System. Therefore, under WIOA each of the mandated Partners as directed to and agreed to by their respective agency administrators must contribute a portion of their funds or in-kind services toward maintaining the system. The shared resources and costs portion of each MOU does not have to be negotiated until the Partners have first addressed their shared customer platforms and services.

Phase I and Phase II

The MOU development process will take place in two phases. Phase I of each MOU will address service coordination and collaboration among the Partners. Phase II will address how to functionally and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs and an anticipated establishment of a shared

technology portal to link the partners and shared customers. Phase II will also include regular Partner meetings to establish:

Phase I: Service Coordination

For Phase I, the workforce board is facilitating sessions with all of the mandated and optional Partners in the South Coast service area to develop an agreement or MOU regarding the operations of The System as it relates to shared services and customers. Negotiations take place in accordance with 20 CFR § 678.510. Phase I will be completed no later than June 30, 2017 as outlined in the Interim MOU effective July 1, 2016.

Phase II: Shared Resources and Costs, Shared Technology Portal, and Defining the System

This MOU recognizes ongoing collaboration and input is needed from all Partners. Phase II has several deliverables to continue to meet expectations and form the system. For Phase II, the Partners will build upon the agreements established in Phase I and determine how to best support The System as a service delivery model through the sharing of resources and costs and as defined in 20 CFR §678.700 through §678.755 and funding of the system as described in 20 CFR §678.760. During Phase II it is anticipated a shared technology portal will be established related to dissemination of shared customer information and referrals.

On July 1, 2018 a new career center operator for the Greater New Bedford workforce area commenced services. Due to the change in operator the original projected completion of Phase II deliverables was extended to December 31, 2018 to allow for provision of input from the new operator in collaboration with partners.

Additional items to be discussed, evaluated, and completed in Phase II as the Partners understand more about expectations under The System structure include:

- Developing Career Pathway models for specific populations;
- Further defining the shared customer model;
- Detailed descriptions of priority populations and each population's educational and service needs, including differentiations, with input from all Partners;
- Further description of how priority populations will benefit from The System;
- Further development of a person-centered approach for each priority populations including individuals with disabilities, TANF and/or SNAP customers, populations with limited English proficiency, etc.;
- Descriptions and customer flows for continuum of services for each priority population;
- Refinement of the intake, assessment, and referral process for Shared Customers;
- Definition of the Role and Responsibilities of each Partner to support Shared Customers and Priority Populations;
- Detailed maps of Shared Customer flow for each priority population amongst Partners;
- Further description and refinement of continuum of services for businesses in the Greater New Bedford workforce area based on changes in the Shared Customer flow and services;
- Development of a process for employer engagement amongst the Partners;
- Development of a business services flow chart amongst the Partners outlining roles and responsibilities in regards to devising and implementing strategies to meet large scale business needs in the workforce areas as identified by labor market statistics; and,

- Refinement of information sharing and staff development as The System is more fully developed and put into place.

The workforce board will continue to participate and engage in collaborative and good faith negotiations, by fully engaging all Partners, transparently share information, and maintain a shared focus on the needs of local businesses and job seekers. Phase II is anticipated be completed no later than December 31, 2018.

IV. THE SYSTEM

The purpose of The System is to bring together workforce development, education, and other human and community services into a seamless, customer-focused network of providers to enhance local customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance. All Partners collaborate, but administer separately funded programs as a set of integrated streamlined services to customers.

The System as a universal workforce delivery system is maintained and structured through the workforce board as the lead partner. Partners provide services at individual brick and mortar locations, however, the system is connected through other methods of access and referrals including a to be determined shared technology portal. The workforce board procures and contracts to operate the One-Stop Career Center which is a key aspect of the universal workforce delivery system which encompasses the Greater New Bedford Region of the South Coast. See *Attachment A – Service Delivery Area*.

V. OVERVIEW OF PARTNER RESPONSIBILITIES

The System Partners of this MOU agree to participate in joint planning, plan development, and modification of activities to meet the responsibilities as outlined in 20 CFR § 662.200 through §662.280 and accomplish the following:

- Accessibility of the Partner's applicable service(s) to customers through The System;
- Participation in the operation of The System, including career center operator procurement, consistent with the terms of the MOU and requirements of authorized laws;
- All Partners and staff are adequately cross-trained on the duties of The System partnership as a result of their participation in capacity building and staff development activities;
- Continuous partnership building; requiring inclusiveness of all Partners involved;
- Continuous planning in response to local, state, and federal requirements;
- Responsiveness to local and economic conditions, including business and employer needs;
- Meet common data collection and reporting needs;
- Involvement in special grant and/or pilot projects that impact a Partner's shared staffing resources.

Partner Roles and Responsibilities

Each Partner will make available to customers in The System core services and meet their responsibilities as outlined in 20 CFR § 662.230. Each Partner will maintain its own decision-making on their respective programs and service. Each Partner remains as an autonomous agency and maintains its own identity, budget, and responsibility for its actions. Each Partner's role in The System is to refer customers to the broader network for service exploration and delivery, to share data and information across the network, and to maintain a high level of

commitment to customers interacting within The System. Each Partner agrees to participate in The System consistent with the terms of this MOU and the required authorizing laws.

Co-branding and System Affiliation

Each Partner will include The System branding on any joint products, programs, activities, services, facilities, and materials used by the combined partnership of the system. All Partners will be included on the shared technology portal with a brief description of each Partner's relevant programs and a link to that Partner's contact information. The System development committee will work with each Partner to determine the appropriate usage of Partners' logo, organization description, and/or website link.

Financial Contributions (Cash, In Kind, etc.)

Financial Contributions will be made by partners for either infrastructure or service costs, or both related to The System and will satisfy the requirements of § 121 (h) of WIOA for the purposes of funding the one-stop system. The purpose of the financial contributions and funding, which will be established in Phase II, includes, but, is not limited to:

- Maintain The System to meet the needs of the Shared Customers;
- Reduce duplication of services among Partners;
- Improve program effectiveness of Partners;
- Encourage efficient use of information to technology to deliver services;
- Ensure proportionate costs by Partners in The System;
- Support a universal career pathway system in the service area;
- Ensure delivery of services through the one-stop center.

Partners who are co-located, either required or voluntary, will contribute financial contributions of cash, in-kind, etc. to The System including the Career Center infrastructure costs as outlined

in 20 CFR § 678.715 and 20 CFR § 678.705. Partners who are mandated to will contribute a proportionate share as outlined in 20 CFR § 678.720. Under 20 CFR § 678.720 of these final regulations, one-stop partner programs must adhere to the administrative and program cost limitations and requirements to which they are subject.

Partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs per 20 CFR § 678.720 (c). If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate as dictated under 20 CFR § 678.720. If third-party in-kind contributions are made that support The System as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure costs and thereby reduce the contribution mandated for all Partners. When determining the use of non-cash and in-kind contributions, overall costs must be kept in mind as there must first be enough cash contributions to cover those.

Shared and infrastructure costs will be established at the Commonwealth of Massachusetts, or state level and will be reviewed quarterly and reconciled annually. .

VI. PARTICIPATION EXPECTATIONS

The Greater New Bedford service area must have at least one comprehensive Career Center which provides universal access to the full range of employment services, training and education,

employer assistance, etc. and meets the requirements as outlined in 20 CFR § 678.500. The Career Center functions as a physical location where job seekers and employers have access to the programs, services, and activities of all the mandated Partners as described in 20 CFR § 678.420.

Partner Agreements will address and review and revise the following activities on a regular basis:

- Agreement to participate in the MOU Planning team;
- Develop and maintain a process for sharing information based on labor market data;
- Develop career pathways processes and systems for Youth 16-24, Unemployment Insurance Claimants, Low-Skilled and Low-Income Individuals, Adults with Disabilities who qualify as a Shared Customer, Veterans, and Businesses.

For a service to be deemed “accessible,” a Partner must provide access to that service through *at least one* of the following methods:

- **Co-location** – Program staff from the Partner are physically present at the Career Center for a prescribed period of time or as needed to support the clients they serve.
- **Cross information sharing / Customer Referral** – All pertinent Partner staff are trained to provide information and directions on how to access all programs, services, and activities that may be available to the customer through the Partner organization. The Partner staff can make referrals through an anticipated shared technology portal during the initial assessment phase which is anticipated to be developed in Phase II.
- **Direct access through real-time technology** – Access through two-way communication and interaction between customers and the Partners which results in services being provided. These include, but are not limited to:

- Identification of a single point of contact for service delivery at the Partner's program;
- Email or phone calls between Partners and customers;
- Shared technology portal: an anticipated Phase II cloud-based web portal and assessment tool linking all of the Partners.

Methods for Referring Job Seekers

The job seeker referral process includes a commitment for all parties of the MOU to implement processes for the referral of customers to services that are not provided on-site. At a minimum, the referral process between the parties of this MOU will:

- Have a customer-centered intake and referral process which is provided by staff trained in customer service;
- Ensure that general information regarding related programs, services, activities and resources shall be made available to all customers as appropriate;
- Will process customer referrals through a shared technology portal (after development in Phase II) or through traditional correspondence, verbally, or through other means determined in cooperation with Partners and operators;
- Link each Partner with other Partner staff that can provide meaningful information or service, through the use of colocation, cross-training, or real-time technology that results in services needed by the customer;
- Share information and ensure that all mandated Partners and optional Partners as appropriate are informed and engaged in The System alignment activities.

See Attachment C for the referral process and universal career pathways system process

Method for Referring Business Customers

The business customer process is adopted from the Commonwealth Partners business flow chart and includes a commitment for all parties of the MOU to implement processes for the referral of business customers to services as appropriate. At a minimum, the referral process between the parties of this MOU will:

- Have a customer-centered business intake and referral process which is provided by staff trained in customer service;
- Ensure that general information regarding related programs, services, activities and resources shall be made available to all business customers as appropriate;
- Will process business customer referrals through a shared technology portal (after development in Phase II) or through traditional correspondence, verbally, or through other means determined in cooperation with Partners and operators;
- Link each Partner with other Partner staff that can provide meaningful information or service, through the use of colocation, cross-training, or real-time technology that results in services needed by the business customer;
- Share business customer information and ensure that all mandated Partners and optional Partners as appropriate are informed and engaged in The System alignment activities.

See Attachment c for the adopted business flow chart.

Access for Individuals with Barriers to Employment

All Partners agree to prioritize services as outlined under WIOA. Under WIOA, the term “individual with a barrier to employment” is defined, but not limited to, a member of one or more of the following populations:

- Displaced homemakers;
- Low-income individuals;
- Indians, Alaska Natives, and Native Hawaiians;
- Individuals with disabilities, including youth who are individuals with disabilities;
- Older individuals;
- Ex-offenders;
- Homeless individuals or homeless children and youth;
- Youth who are in or have aged out of the foster care system;
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- Eligible migrant and seasonal farm workers;
- Individuals within 2 years of exhausting lifetime eligibility (for TANF);
- Single parents (including single pregnant women);
- Long-term unemployed individuals;
- Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA Adult program eligibility criteria and meet the criteria under WIOA § 134(c)(3)(E);
- Other groups determined to have barriers to employment (e.g. as identified by the Governor).

Partners commit to offering priority for services within the parameters of their operations to recipients of public assistance, other low-income individuals, or individuals who are basic-skills

deficient, when providing individualized career services and training services with WIOA Adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the Dislocated Worker population.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making information exchange possible, including customer tracking, common case management, reporting, and data collection. The Partners engaged in this local MOU advocate for the development of a shared technology portal and to explore the use of the Massachusetts Department of Revenue Wage Reporting System and its data as a technology tool to provide some of the required data to meet performance metrics established under WIOA.

To support the use of these tools, each Partner agrees to the following:

- Comply with the applicable provisions of WIOA and any other appropriate statutes or requirements;
- Comply with the principles of common reporting and shared information through electronic mechanisms, including shared technology;
- Share information to the greatest extent allowable under their governing legislation and confidentiality requirements;
- Maintain all records of the relevant customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under

this MOU) in the strictest confidence, and use them solely for purposes directly related to such services;

- Develop technological enhancements that allow interfaces of common information needs as appropriate;
- Understand that system security provisions shall be agreed upon by all Partners.

Metrics Collective Impact Statement and Assessment

The Partners will contribute to a shared set of metrics collaboratively developed in Phase II of the MOU process to analyze, assess, and make strategic decision for The System and its outcomes, as detailed under 20 CFR § 666.300. The Partners will engage in a design, develop, and deploy process for developing metrics for collective impact in Phase II.

VII. ADMINISTRATIVE AND OPERATIONS MANAGEMENT

Modifications and Revisions

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

After Phase II has been completed, the MOU will again be reviewed and, if necessary, renegotiated once the Partners develop our South Coast Universal Career Pathways System, Local Workforce Development Plans, and Regional Workforce Development Plans to ensure that the MOU is properly aligned with the local priorities and strategies identified.

Termination of this MOU

The parties understand that implementation of the SCUPS system is dependent on the good faith effort of every Partner working together to improve workforce services to the community. The parties also agree that this is a project where different ways of working together and providing services are being attempted. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

VIII. ATTACHMENTS

- A. Service Delivery Area
- B. WIOA MOU Partner Contact List
- C. Referral and System Pathway
- D. MOU Process Description
- E. DUA PROVISIONS
- F. MRC PROVISIONS
- G. UNIVERSITY OF MASSACHUSETTS DARTMOUTH PROVISIONS TO MOU
- H. INFRASTRUCTURE FUNDING AGREEMENT LANGUAGE

ATTACHMENT A – SERVICE DELIVERY AREA

GREATER NEW BEDFORD WORKFORCE SERVICE DELIVERY AREA

Acushnet • Dartmouth • Fairhaven • Freetown • Lakeville • Marion

Mattapoisett • New Bedford • Rochester • Wareham



ATTACHMENT B – MOU PARTNER LIST (ALPHABETICAL ORDER)

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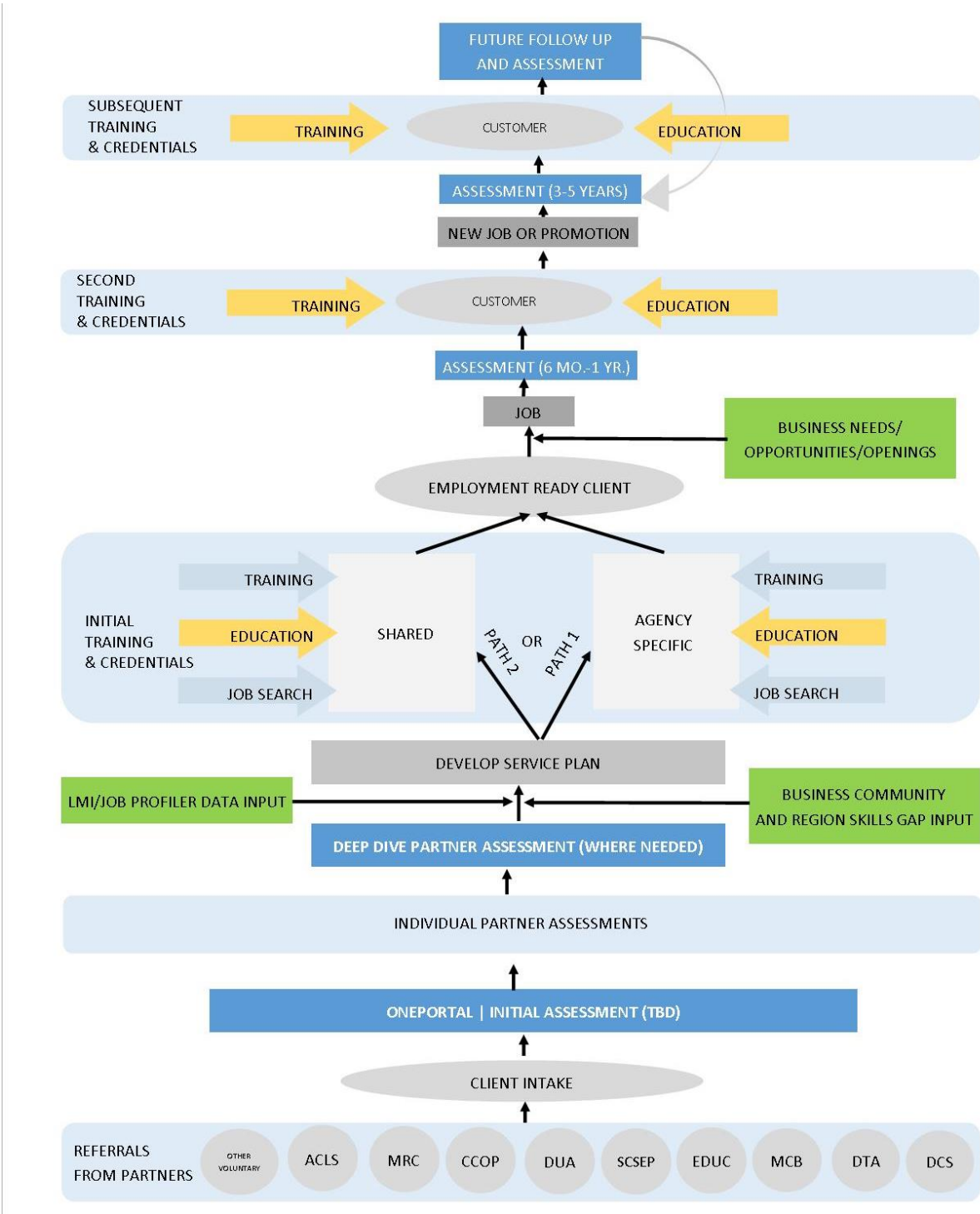
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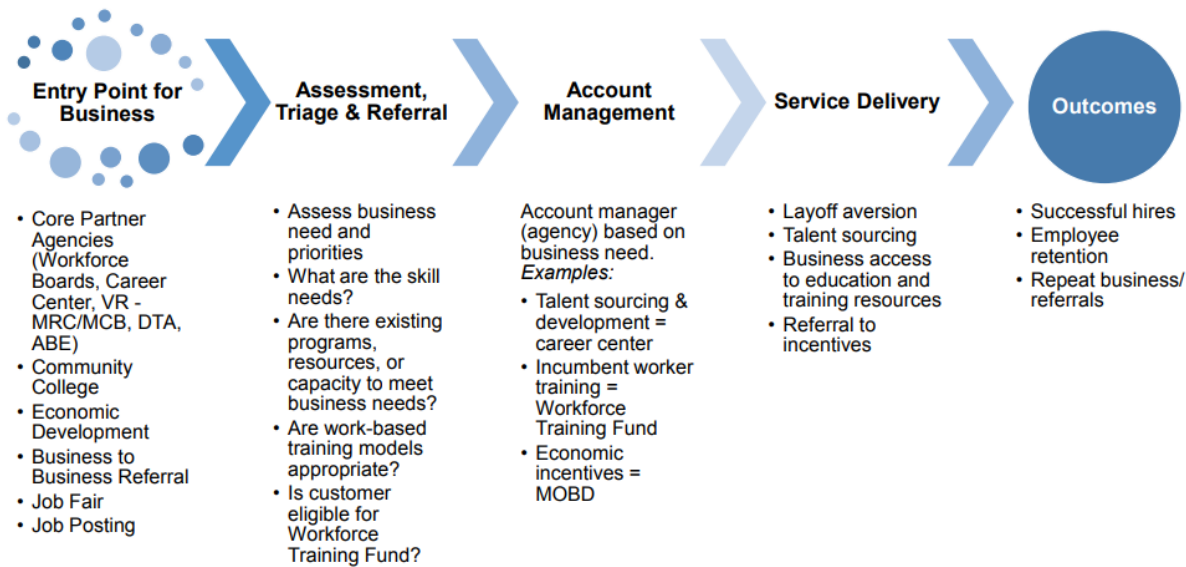
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ATTACHMENT C – REFERRAL AND SYSTEM PATHWAYS

JOB SEEKERS



BUSINESSES



ATTACHMENT D - MOU PROCESS DESCRIPTION

MOU Development Core Team Meeting #1

Desired Outcomes:			
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MOU Development Core Team Meeting #2

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MOU Development Core Team Meeting #3

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FINAL PARTNER MOU WITH SIGNATURES 08302018

MOU Development Core Partner Meeting #4

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Desired Outcomes

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FINAL PARTNER MOU WITH SIGNATURES 08302018

'MOU Development Core Partner Meeting #5'

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MOU Development Core Team Meeting #6

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FINAL PARTNER MOU WITH SIGNATURES 08302018

MOU Development Core Partner Meeting #7'

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Desired Outcomes				
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MOU Development Core Partner Meeting #8

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FINAL PARTNER MOU WITH SIGNATURES 08302018

MOU Development Core Partner Meeting #9

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Desired Outcomes				
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ATTACHMENT E – DUA PROVISIONS TO MOU

Any other provision in this agreement notwithstanding:

1. DUA only will provide information under this agreement to another party to this agreement:
 - a. upon the determination by the DUA Director that the information lawfully may be provided in accordance with applicable law, including, but not limited to, G. L. c. 151A, § 14P and § 46, and 20 C.F.R. Pt. 603;
 - b. following approval by DUA of an Application for Unemployment Insurance and/or Wage Reporting Data (currently in the form attached and marked “,” which DUA reserves the right to modify in its sole discretion); and
 - c. following execution by DUA and an approved applicant of a Data Sharing and Cost Reimbursement Agreement (currently in the forms attached and marked “for confidential data” and “for no confidential data”, which DUA reserves the right to modify in its sole discretion).
2. DUA will not be bound by any provision of this agreement that does not expressly mention DUA by name.

ATTACHMENT F – MRC PROVISIONS TO MOU

Required Partner

MRC is a required partner and will participate in the local area and will contribute to the local service delivery strategies. MRC will provide information regarding our services and will contribute vocational counseling and guidance for eligible consumers. MRC counselors will develop individual employment plans and services to assist consumers to establish a vocational goal toward competitive integrated employment and will monitor the plan to completion.

Process to Develop MOU

MRC local area assigned staff worked with the workforce team to establish a schedule of meetings and agenda as well as a course of action resulting in a successful MOU. Career Pathway services were established for all populations served along with shared definitions of consumers. MRC's responsibility as part of the MOU will be to provide vocational and rehabilitation employment services for people with disabilities determined eligible for our services in each local area. MRC provided input to each local team to establish the process utilized to develop and complete the MOU.

Priority Populations of MRC

MRC serves individuals with disabilities identified as part of the population served under WIOA. To receive MRC services, these individuals must meet eligibility requirements. MRC assists these individuals in obtaining competitive integrated employment and to that end, services provided are based on individuals needs and could include but are not limited to: assessment, counseling and guidance, job placement, training, education, financial assistance towards post-secondary education, adaptive equipment and extended supports. The priority population might benefit from these services by participating in job driven trainings based on industry needs in the local labor market. MRC will collaborate with our workforce partners to meet the individual needs of shared consumers. Career Centers must ensure that facilities, technology, and training curricula are accessible for individuals with disabilities. MRC will provide subject matter expertise to the Career Centers to address accessibility issues based on individual needs such as Dragon, JAWS, ASL, and other adaptive equipment and devices.

Continuum of Services for MRC Priority Populations

MRC will track individuals referred to and from the Career Centers and those determined eligible for services and have a plan for employment in our case management system (MRCIS). MRC has the ability to run reports on shared customers and can provide information on a regular basis to our partners as needed until such time as we have a system that can capture information across partnering agencies such as a dashboard. MRC can provide career counseling and guidance, assessments, referrals, training, job placement, education, financial assistance towards post-secondary education, and adaptive equipment for eligible consumers. These will be incorporated into a career pathways plan along with services that might be provided by our partnering organizations based on our shared consumer's needs. Individuals with disabilities might need ESL classes, adult basic education, or can benefit from TANF/SNAP, transition services from schools, pre-employment services, and other opportunities offered by our partner

organizations. MRC will ensure appropriate referrals for the continuum of services offered or available through our partners in the local service areas. MRC provides these services to individuals determined eligible under federal VR standards.

Continuum of Services for Businesses

MRC has a robust employer engagement strategy and response process that continues to be effective for placing individuals with the most severe disabilities into employment. MRC will partner with the WIOA organizations on strategies to meet large scale business needs in the workforce areas; including partnering for skills development and identifying and preparing individuals with disabilities who are MRC consumers for available jobs in the local workforce area.

Access to Technology and Materials through One-Stop Career Center delivery system

MRC will provide subject matter expertise to the Career Centers to address accessibility issues based on individual needs such as Dragon, JAWS, ASL, and other adaptive equipment and devices, and etc.

Plan for Coordinated Staff Development and Training

MRC will provide orientation to our services to Career Center staff and will participate in Career Center information training sessions to ensure appropriate referrals and ongoing information sharing between Partner program staff. MRC will track individuals referred to and from the Career Centers and those determined eligible for services and have a plan for employment in our case management system (MRCIS). MRC has the ability to run reports on shared customers and can provide information on a regular basis to our partners as needed until such time as we have a system that can capture information across partnering agencies such as a dashboard.

Assurances of Participation of the Competitive Selection Process for the One-Stop Career Center lead operator

MRC area directors are actively involved in the competitive selection process for the One-Stop Career Center lead operator in the local workforce area.

Interim Plan to Address Shared and Infrastructure Costs

MRC senior leadership is addressing shared and infrastructure costs for the local areas. This is not a responsibility of the local areas.

Process, timeline, and goals for Partner participation in local priority areas

MRC will work with partners on process, timeline, and goals for Partner participation in local priority areas (e.g. coordinated professional development, employer engagement as it relates to strategizing to meet large or broad scale employer needs in local areas, to meet skills needs and ensuring that persons with disabilities have opportunity for skill development and employment based on employer needs and etc.)

ATTACHMENT G – UNIVERSITY OF MASSACHUSETTS DARTMOUTH

PROVISIONS TO MOU

The University of Massachusetts Dartmouth enters into this agreement as a non-mandated partner.

Termination of the MOU

In the event that it becomes necessary for the University of Massachusetts Dartmouth (University) to cease being a part of this MOU, University shall notify the other parties, in writing, at a minimum 30 days in advance of that intention and the effective date of termination of relationship.

Financial Resources

The University does not commit any financial funds (Cash) to support this MOU, unless required by previous funding agency agreements entered into by the University. Non cash contributions may be provided by the University at their sole discretion.

CVVCEJ O GP V'J 'Local WIOA Partner MOU Infrastructure Funding Agreement (IFA) Language (excerpted from Joint Partner Policy #02.2017.2, issued May 10, 2019: [Workforce Innovation and Opportunity Act \(WIOA\) Joint Partner Local Memorandum of Understanding \(MOU\) – 2nd REVISION](#))

“The Parties of this MOU agree that all required partners have a joint funding responsibility to support and maintain an effective local integrated service delivery system. In addition, all parties to the MOU recognize that shared and infrastructure costs are applicable to the all required Partners. As such, all parties to this agreement acknowledge that the Local MOU herein serves the purpose of the infrastructure funding agreement (IFA) as required by WIOA. The infrastructure funding agreement as described will be revisited on an annual basis and periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged in proportion to relative benefits received. Infrastructure funds are apportioned at the state level based on the percentage of shared customers served in each local workforce area. State Partners will establish a methodology that will ensure costs are allowable, reasonable, necessary and allocable. As appropriate, State Partners will enter into Inter-agency Service Agreements (ISAs) or Contracts with the MassHire Department of Career Services (MDCS), as the designated State Workforce Agency (SWA), to issue the local allocations. Local Boards will ensure all allocations are incorporated into the local integrated budget during the annual planning process. MDCS will monitor the spending of all shared and infrastructure costs and Local partners agree to meet regularly to discuss integrated service delivery strategies and the shared and infrastructure funds needed to actualize services. On an annual basis, local partners will provide suggestions and recommendations to state level partners for adjustments to shared and infrastructure funds allocated. The utilization of infrastructure funds will be reviewed on a quarterly basis. Staff time and in-kind resources attributed to shared costs will be reviewed annually for necessary adjustments.”

IX. SIGNATURES

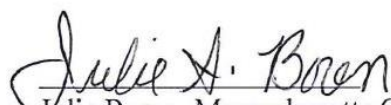
Entire Agreement

The Parties understand and agree that this MOU and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this MOU.

IN WITNESS WHEREOFF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers



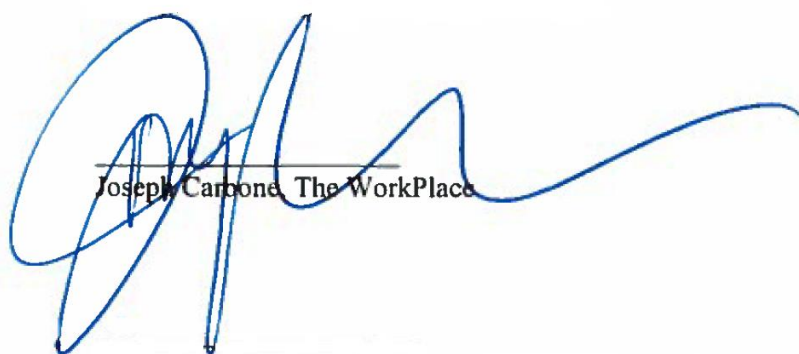
Anne-Marie Beck, Department of Transitional Assistance



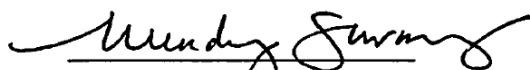
Julie Boren, Massachusetts Commission for the Blind



Beth Costa, Department of Career Services



Joseph Carbone, The WorkPlace



Wendy Savary, Department of Unemployment Assistance



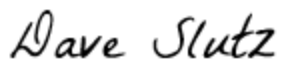
Bernice Jensen, New Bedford Public Schools Adult and Continuing Education



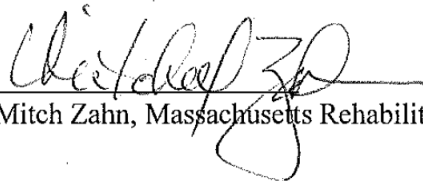
Jon. Mitchell, Mayor, City of New Bedford



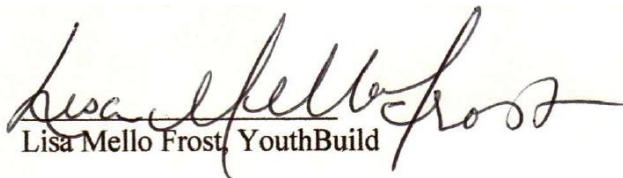
Paula Shiner, SCSEP Coastline Elderly Services



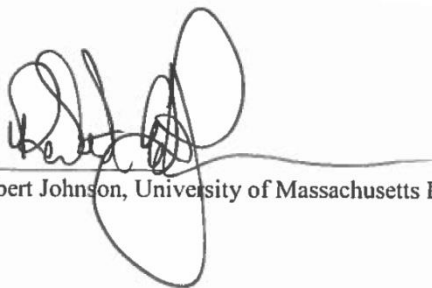
David Slutz, MassHire Greater New Bedford Workforce Board., Chair



Mitch Zahn, Massachusetts Rehabilitation Commission



Lisa Mello Frost, YouthBuild



Dr. Robert Johnson, University of Massachusetts Dartmouth, Chancellor