



Workforce Innovation and Opportunity Act (WIOA)

MassHire Workforce Boards and WIOA Partners

Local Memorandum of Understanding (MOU)

For the Period of:

JULY 1, 2021 TO JUNE 30, 2024

TABLE OF CONTENTS

I. PURPOSE..... 3

II. MCC REQUIRED PARTNERS 3

III. DURATION OF THE MOU 4

IV. ASSURANCES 4

V. MEMORANDUM OF UNDERSTANDING CONTENT 6

VI. PERFORMANCE MEASURES 17

VII. NEGOTIATED AGREEMENT CONCEPT 17

VIII. MOU IMPASSE..... 18

IX. AMENDMENTS TO THE MOU 18

X. SIGNATORIES 19

XI. ATTACHMENTS 20

I. PURPOSE

This Memorandum of Understanding (MOU) communicates the agreement developed and executed between the MassHire Greater New Bedford Workforce Board (MWB), with agreement of Chief Elected Official and the MassHire Greater New Bedford Career Center (MCC) and its Required Partners, relating to the operation of the MCC delivery of service in the local workforce area. The MWB will act as the convener of MOU negotiations and together with MCC Required Partners will shape how local MCC services are delivered. This MOU defines the roles and responsibilities of the MCC Required Partners to operationalize the delivery of services necessary to produce the best possible outcomes for shared customers – youth, job seekers and businesses. The MOU may include other provisions agreed to by all parties that are consistent with all Partner programs, services and activities authorizing statutes and regulations. This MOU supersedes the previously agreed document dated through June 2021.

II. MCC REQUIRED PARTNERS

In accordance with WIOA Section 121(c), this Local Memorandum of Understanding has been developed and executed with agreement of the Chief Elected Official of the Greater New Bedford MassHire Workforce Area, the MWB, and the Workforce Innovation and Opportunity Act (WIOA) MCC Required Partners as defined by WIOA in WIOA Regulations 20 CFR Part 678.400 as mandatory Partners in the MCC and include:

1. The Adult Program (Title I), as part of the MassHire Department of Career Services (MDCS), Executive Office of Labor and Workforce Development (EOLWD);
2. The Dislocated Worker Program (Title I), as part of MDCS/EOLWD;
3. The Youth Program (Title I), as part of MDCS/EOLWD;
4. The Adult Education and Family Literacy Act Program (Title II), as part of Adult and Community Learning Services (ACLS), Department of Elementary and Secondary Education (DESE) Executive Office of Education (EOE);
5. The Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III), as part of MDCS/EOLWD;
6. The Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV), as part of the Massachusetts Rehabilitation Commission (MRC) and Massachusetts Commission for the Blind (MCB), Executive Office of Health and Human Services (EOHHS);
7. Federal-state unemployment compensation program, as part of the Department of Unemployment Assistance (DUA), EOLWD;

8. Trade Adjustment Assistance for Workers Programs (Activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)), as part of MDCS/EOLWD;
9. Jobs for Veterans State Grants Program (Programs authorized under 38, U.S.C. 4100 et. seq.) as part of MDCS/EOLWD;
10. Temporary Assistance for Needy Families Program (42 U.S.C. 601 et seq.) as part of Department of Transitional Assistance (DTA), EOHHS;
11. Employment and Training Programs under the Supplemental Nutrition Assistance Program, (Programs authorized under section 6(d) (4) of the Food and Nutrition Act of 2008 (7 U.S.C.2015 (d) (4)), as part of DTA, EOHHS;
12. Senior Community Service Employment Program (Programs authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)).
13. Ex-Offender Program (Sec. 212 of the Second Chance Act of 2007)

Additional non-required Partners in the local MOU may include:

1. Non-profit/Community Based Organizations
2. Massachusetts Office of Business Development
3. Massachusetts Department of Higher Education
4. Massachusetts Department of Veterans Services
5. Commonwealth Corporation
6. Business Associations
7. Philanthropic Organizations
8. Veterans Service Officer (VSO)
9. Department of Housing and Community Development (DHCD)

III. DURATION OF THE MOU

WIOA Section 121(c) (g) requires that the MOU shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, also including effectiveness, physical and programmatic accessibility. WIOA Regulations Subpart C 20 CFR Part 678.500 further requires MOU renewal following the 3-year review if substantial changes have occurred.

This agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 unless otherwise terminated by agreement of all parties or superseded.

IV. ASSURANCES

MWB and the MCC Required Partners and non-required Partners agree to conduct the following activities at a local level:

1. Enter into a local MOU with the local Workforce Board related to operation of the MCC delivery system.

2. Participate in the operation of the MCC delivery system consistent with the terms of the local MOU, the requirements of WIOA, and the requirements of Federal laws authorizing the programs and activities.
3. Agree to serve Shared Customers and define how multiple providers, services and resources should support youth, job seekers, and businesses.
4. Utilize the MCC Customer Flow and incorporate partner agency points of referral whether in-person or virtual to ensure accessibility and availability of programs and services for shared customers.
5. Ensure the effective use of modern tools and technology that enable shared customers to access needed services to complete program participation and achieve training and employment goals.
6. Develop a process for partner communication, referrals, enrollment, and sharing outcome information on shared customers to staff. And develop a process to review data on shared customers.
7. Use a portion of the funds available for programs and activities to maintain the MCC delivery system, including infrastructure and shared costs of MassHire Career Centers, through methods agreed upon by the Local Board, Chief Elected Official, and Partners. If no consensus on methods is reached, the Governor, after consultation with the Chief Elected Official, Local Board, and State Board shall determine the portion of funds to be provided (WIOA sec. 121(a) (h) (1) (C)).
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. Convene locally as an MOU Team at least quarterly and agree to the roles and responsibilities each Partner will have in the development of diversity, equitable, and inclusive integrated service delivery strategy that meets the needs of customers and businesses.
10. 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 MCC Partner infrastructure cost contributions.

V. MEMORANDUM OF UNDERSTANDING CONTENT

1. Articulation of Processes prescribed to establish this agreement and is the process used to develop this MOU, career pathway models for populations, and shared customers.

- a. Mission and vision for organizing the Massachusetts public workforce system serving our region*

To produce the best possible outcomes for shared customers – youth, job seekers and businesses, Partners have established and agreed to coordinate the education, workforce and business services of the OSCC Required Partners and non-required Partners through the MCC system. Its primary goal is to support an integrated approach to establishing job-driven career pathways for individuals that lead to a more informed, educated, and skilled workforce that meets the 21st century needs of businesses.

- b. Establishment of local area partnerships*

The Partners listed within pledge to continue and improve upon its work together to connect, integrate and enhance services by sharing staffing and/or resources or jointly design services that improve outcomes for “shared” customers – youth, job seekers and businesses. Those partnerships will require assessment by adherence to a schedule of periodic bi-monthly meetings with agendas that address:

- Best practices
- Spotlight partner services
- Evaluation of funding sources that contributes to a training strategy that aligns with the region’s priority industry needs.

- c. How we share our customers*

This document establishes an agreement at the local level to design and coordinate service delivery systems through the MCC Required Partners and other partners. Our goals are to ensure that Massachusetts businesses and job seekers achieve/demonstrate measurable outcomes in the areas of education, training, job placement/retention, and wages. Particular attention among all parties is to encourage vigorous efforts to serve individuals with disabilities, low-income status, Veterans, those with education or language barriers, and other individuals “shared” by the MOU partners. Outcomes and performance on serving our customers will be

reviewed semi-annually to assess the partnership effectiveness.

Please see Attachment A – Shared Customer Referral Form

d. Articulation agreement – Shared Costs and Infrastructure Cost contributions of the Partners.

Since 2017, the local Partners have relied upon State Partner negotiated methodologies that result in local allocations on an annual basis. Primary Partners that employ State level negotiations resulting in a monetary contribution to complement integrated services include:

- Massachusetts Rehabilitation Commission;
- Department of Transitional Assistance;
- Massachusetts Commission for the Blind;
- Department of Education; and the
- Senior Community Service Employment Program administered by Department of Elder Affairs.
- Other contributing partners that negotiate shared costs locally with the WB include Youth Build and Job Corps.

2. Who we serve: Priority Populations and Key Customer Groups in the Region

All parties associated with this memorandum collectively serve the following Priority Populations:

- Unemployment insurance claimants
- Low-income adults including TANF and SNAP recipients
- Homeless
- Adult Education participants (Title II); individuals with disabilities (Vocational Rehabilitation Title IV)
- Veterans
- Older workers (Title V)
- Re-entry populations (program authorized by the Second Chance Act)
- Youth, including youth with barriers to employment including youth participating in YouthBuild and Job Corps programs

a. Cost Sharing

Shared costs are costs jointly identified by the Local Boards, MCC Operators, and OSCC Required Partners to provide services to shared customers (co-enrolled participants) across program staff and facilities. MCC and OSCC Required Partners will develop the appropriate activities within the MOU for the shared customer pools. Activities and services include, but are not limited to:

- Intake
- Needs assessment
- Basic skills assessments
- Identification of appropriate services to meet needs
- Referrals to other One-Stop Career Center Partners
- Business services
- Support for programs to invest in or create access to assistive technologies

Shared costs WIOA 121 (i) and WIOA Regulations (20 CFR Part 678.760) must be determined as part of the Local Umbrella MOU and may be comprised of cash and non-cash resources.

b. In Kind Cost Sharing

Potential in-kind shared costs may include:

- Co-location of staff
- Technology (e.g. Partner donation of computers/software)
- Event costs
- Materials provided to the OSCC from the Partner program (e.g. books, curriculum, testing materials, etc.)
- Cost paid by the Partner program for services to the customer (e.g. education/training, tuition, staff salaries, etc.) used by the program Partner to benefit the “shared” customer (i.e. the leveraged cost from the Partner that is paying for services for the customer)

Partners will convene locally within MOU planning teams and agree to the roles and responsibilities each Partner will have in the development of an integrated service delivery strategy that meets the needs of customers and businesses. Service Strategies are determined annually based on Partner needs for CC access and assessed quarterly for the duration of this Memorandum.

3. Shared Partner Provision of Continuum of Services for each priority population.

a. All Partners agree to the following shared goals:

- That every eligible shared customer will have access to literacy development, vocational counseling, career advising, workforce training and education, job placement services, and job placement assistance;
- To be business driven by the needs of employers in our service delivery area;
- To contribute the appropriate services to its shared customers;
- To contribute to and maintain accurate accounting records for related activities and services as appropriate;
- To provide demand-driven and data informed services to shared customers;
- To be responsible for performance measurement and accountability;
- To commit to utilizing a shared customer tracking system to gather data and measure outcomes across the workforce development system;
- To engage in consultation and the sharing of best practices, ensuring competent, customer centered services.

b. Partner Referral Goals – Job Seekers

The Partners intend to accomplish these objectives by ensuring access to a universal career pathways system of high-quality access points that make up the local workforce system. This includes advocating for a shared technology referral-based portal in contrast to a current in-house system. Regardless of technology drawbacks, the current system provides universal access to the full range of support services available in the community for all career-center related customers seeking, but not limited to, the following:

- Employment in the Greater New Bedford region;
- Building basic educational or occupational skills through the MCC and other MOU 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 MCC and MOU 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 and all other MOU Partners named herein.

In addition, WIOA Partners:

- Engaged in the career center customer flow are connected through the referral system, as well as shared/co-enrolled participants.
- Are involved in the integrated service delivery strategies at the career center. Partner role includes
 - NBPS - GED/ESLOA
 - DTA- enrollment/follow-up with services
 - UMass Dartmouth WEP--ESOL/HiSET
 - MRC - Assessments, vocational counseling and guidance, job driven trainings, On-the-Job Training, assistance with higher education tuition and fees, assistive technology, Job Placement and post-placement supports
 - Coastline Elderly - workshops
 - Job Corps - in house cube. Please see Attachment B for Job Corps addendum.

c. Partner Referral Goals – Business Customers

The MCC generally serves as the clearing house for job orders and employer customer needs. Similarly, a number of Partners described within have formal and informal designated business service representatives to meet needs of employers. MCC regularly transmits its weekly hot jobs listings to all partners to provide awareness of local priority industry sector needs as well as training programs available to align with in-demand positions. It is the intention of the Partners to continue this practice and assure all shared customers have access to personal referrals, company recruitments and job fairs sponsored by the MCC and its partners. Evaluation of these endeavors will be reviewed quarterly to measure the effectiveness of the collaboration among all.

4. Partner Continuum of Business Services

The Partners collectively and individually agree to meet the needs of employers by matching the skill sets of its job seekers; training job seekers to employer needs especially in Priority Industry Sectors; conducting individual recruitments;

organizing MCC job fairs; and exploring grant opportunities to establish a training pipeline that result in an available workforce. Other services many of the Partners can offer to employers include employee accommodation assistance; On the Job Training; Pre-Apprentice and Apprentice training and custom in-house training that provides for reimbursement.

NBMCC Business Services Representatives and Partner Representatives will strive to accommodate Employer needs through collaboration and sharing job leads regardless of the various points of entry where they occur. Partner representatives agree to meet periodically to assess business customer flow effectiveness; make adjustments and continuously improve service delivery.

MassHire's Greater New Bedford One-Stop career delivery system via the MassHire Career Center (MCC), referred to at the federal level as American Job Centers (AJC), fosters partnerships and provides job seekers 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.

Customers have meaningful access to all WIOA Partner programs through the partner referral process, partners located in MCC on a scheduled basis, and by email connection sent out regularly. WIOA Partners visit the office regularly and the MCC put together a "desk guide" for visiting partners.

WIOA Partners are involved in the MCC Professional Staff Development meetings on a regular basis to discuss service delivery improvements for a wide range of individuals seeking services at the career center. The core group of partners was meeting monthly to discuss cross agency, professional development, ensure that job developers are working together. Discussions on the shared customer flow and tracking continues as better design would benefit all.

5. A description of agreements and efforts to integrate principles of diversity, equity and inclusion in the local partnership and service delivery.

We represent a system that collectively agrees how critical it is to create a culture that sustains inclusiveness as a reflex, not an initiative. By so doing we seek to instill a deep sense of pride, passion and belonging that goes beyond any role, business unit, language or country in our shared commitment to the core values of the MassHire Workforce System. We represent and respect different ideas, perspectives and backgrounds with the belief that diversity fosters creativity and a stronger system. To that end, we commit to supporting inclusive environments among all of our customers to feel comfortable pursuing their goals without prejudice and pride of self. The Partners will continue to elevate awareness and understanding by creating Job Seeker Resource Groups, including Women, Veterans, LGTBQ+, African Ancestry, and more.

6. Shared access to technology and materials available through MassHire Career Center delivery system.

The MassHire Greater New Bedford service area has one comprehensive MCC located at 618 Acushnet Avenue, New Bedford, MA 02740 that 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 MCC functions as a physical location where job seekers and employers have access to the programs, services, and activities of all the mandated MOU Partners as described in 20 CFR § 678.420.

MOU Partner Agreements will address, 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;
 - MWB will share relevant LMI data – data also lives on the board’s website.
- Develop career pathways processes and systems for Youth 16-24, Unemployment Insurance Claimants, Low-Skilled and Low-Income Individuals, Adults with Disabilities, Veterans, and Businesses.

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

- Co-location – Program staff from the MOU Partner are physically present at the MCC for a prescribed period of time or as needed to support the clients they serve.
- Cross information sharing / Customer Referral – All pertinent MOU 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 using the established referral form created and approved by the MOU Partners.

- 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 MOU Partner's program;
 - Email, video conferencing or phone calls between MOU Partners and customers;

7. Customer Access to Services

Where applicable, a description of access to MCC services (in-person, virtual, etc.) during times when specific customers from MCC Required Partner programs are available outside regular hours of operation e.g. evenings and weekends.

Note: This component is locally negotiated based on resources and approved at a state-level when staffing contracts are involved.

MHCC services for the duration of this agreement will primarily be available Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. As all partners emerge into a post-Covid environment during the first quarter of FY22, limited accommodations may be available at MCC until such time the center will be open to the public. As Partner schedules return to normal, MCC may consider reverting to an evening a week schedule to accommodate job seekers unable to access the center during traditional hours. COVID has also provided some virtual solutions the Partners will be evaluating to decrease in person traffic/increase services as well as to improve upon overall population served.

8. Partner Engagement toward Building Skilled Worker Pipelines

All MOU Partners 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 MOU Partner's applicable service(s) to customers through the Integrated Service Delivery System (ISDS);

- Participation in the operation of the ISDS, including career center operator procurement, consistent with the terms of the MOU and requirements of authorized laws;
- All MOU Partners and staff are adequately cross-trained on the duties of the ISDS partnership as a result of their participation in capacity building and staff development activities;
- Continuous partnership building; requiring inclusiveness of all MOU Partners;
- 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.

9. Partner Cross-Training Initiatives

It is the intention of the Partners to generate continuous awareness by delivering training on WIOA programs that are beneficial to the shared customer population. Best practices in previous years include inviting Partner staff to MCC professional development meetings held weekly to learn of new initiatives; eligibility requirements; and customer training available both through WIOA and State grant resources.

The partners commit to continue this practice and will collectively produce reports of accountability to the MWB on a quarterly basis.

MCC continues to develop their plan for cross-training staff, including training on WIOA Required Partner programs, eligibility requirements, and services.

10. Marketing and Outreach

The Partners agree to operate its marketing and outreach efforts in the following manner:

- Share all new initiatives electronically to each of the partners to be distributed to respective interested staff to generate enrollment.
- When applicable, utilize free media to generate general public interest.
- Distribute all new initiatives to Community Based Organizations to attract and include the diverse populations that this memorandum is seeking to serve.
- Initiate a Speakers Bureau represented by Partners to address service

organizations; business groups and the regional legislative delegation.

- Encourage posting on respective web sites; twitter; Facebook; and LinkedIn

The MOU Partners agrees to continue working on a formal plan for coordinating marketing and outreach of programs and services for jobseekers, youth and businesses.

11. Identify a plan for ongoing recognition and celebration of staff, partner and customer success, including nominating teams and individuals for MassHire Awards.

In partnership with the MWB, MCC staff will identify, honor, and celebrate staff, partners, business and customers' successes locally and state-wide. On a quarterly basis in partnership, we will nominate and distinguish a prominent staff member, community partner, business, and customer for their work, accomplishments, and innovation, in moving the MWB's mission and vision forward.

In addition, MCC will make nominations for one of the four recipients to the yearly Masshire Awards Program. This program recognizes individuals and teams for exemplary services, delivery of services, and support of the Masshire mission and vision. This special recognition, tributes an individual or a group, who has made noteworthy contributions to the MassHire System and the people we serve.

This method of recognition pulls together and solidifies our common mission and vision of changing people lives.

12. Assurances of MCC Required Partners to participate in the competitive selection process for the MCC lead operator in the local workforce area.

MCC Partners agree to be available to the MWB to assist in evaluating competitive selection of the MCC Lead Operator. Workforce Boards are required to issue a competitive Request for Proposals (RFP) every four years as a means of identifying the performance of the current operator as well as evaluating alternative proposals that may be of greater benefit. For the purpose of this Memorandum, the current operator is entering its fourth year of operation. Accordingly, MCC Partners will be sought to serve on the RFP evaluation team and participate in the selection process. The WIOA Required Partners agree to participate in the selection process of MassHire Operators as required by WIOA, at least once every 4 years.

13. Partner Methodology To Develop Formula Distribution of Shared and Infrastructure Funding.

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. To ensure that the Local Board and all the required local Partners can focus on the provision of quality services to our shared customers, the State Level Partners will issue allocations for shared and infrastructure cost to the 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) with the Masshire Department of Career Services (MDCS), 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.

These supporting costs are two different types of costs, defined as shared and infrastructure costs (see next section for definitions). The proportion of the shared costs and infrastructure funds paid by each OSCC Required Partner (Section III of this guidance) must be in accordance with Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program and all other applicable legal requirements.

The OSCC Required Partner funding is intended to:

1. Maintain the MCC delivery system to meet the needs of the local area;
2. Reduce duplication by improving program effectiveness through the sharing of services, resources and technologies among Partners;
3. Reduce overhead by streamlining and sharing financial, procurement, and facilities costs;
4. Encourage efficient use of information technology;
5. Ensure that costs are appropriately shared by OSCC Partners by basing contributions on proportionate share of use, and requiring that all funds are spent solely for allowable purposes;
6. Support the development and implementation of career and service pathways within the career center in coordination with Required Partners; and
7. Ensure that services provided by MCC are allowable under the Partner's program.

Section XI of this guidance provides the OSCC Required Partners' agency-specific guidelines to be utilized during MOU negotiations to assist in determining the proportionate share of shared and infrastructure costs (shared costs are defined in VI. 1 and infrastructure costs are defined in VI. 2) for each OSCC Required Partner's program.

14. Agreement to negotiate with WIOA Required Partners locally when state level infrastructure agreements are not in place.

In addition, state partners are encouraging all MOU Partners to see shared costs as a way to quantify and articulate the costs associated with better integration of services from the customer perspective in order to demonstrate the in-kind and cash resources that Partners utilize to set up new programming. The federal WIOA law and regulations focus on utilizing contributions from the OSCC Required Partners as the way to provide necessary resources to ensure access to OSCC Required Partner program services through the MassHire Career Centers in at least 1 comprehensive MCC in the region. Section XI outlines an approach to setting up a dialogue in each region that starts with team building, asset mapping, service design and then the consideration for how local areas approach discussions related to share and infrastructure costs.

VI. PERFORMANCE MEASURES

The MWB in agreement with the (MCC Required Partners) agree to jointly review the WIOA mandated performance metrics for the workforce areas or metrics as negotiated as part of any shared and infrastructure contract costs between a Local Board and the mandated MCC partner, including incentives and penalties.

VII. NEGOTIATED AGREEMENT CONCEPT

To ensure compliance with WIOA, the MassHire State Workforce Board, and State and Local Partners agree that language must be included in each WIOA Joint Partner Local MOU attesting to the fact that the local areas (including CEOs) are in agreement with this process. The following language is required to be included in each of the 16 local MOUs:

"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."

VIII. MOU IMPASSE

If the MWB and the Local MCC Required Partner(s) cannot execute an MOU that meets the statewide expectations outlined in the statewide MOU, the Departments administering WIOA funding and departments administering One-Stop Career Partner programs will finalize the agreement for the local area through an approved dispute resolution process as provided for by the State Board and the Governor.

IX. AMENDMENTS TO THE MOU

- A. The MOU may be modified by mutual agreement of the WIOA Required Partners and the MWB (example: funding changes). Any such modification will be preceded by a 30-day written notice to all partners of the intent to modify this agreement, the purpose of such modification, and the MWB meeting at which the modification will be discussed.
- B. Any individual party to the MOU may request a modification to the agreement by making such request in writing to the Board Chair. If such a request affects any other party to the agreement, the Board will provide notification to the other parties.
- C. The MOU may be modified at any time to include additional MCC partners (mandatory or non-required) who will sign the agreement and appropriate attachments at the time they are being added. All parties to the MOU will be notified in writing of the intention to add parties to the agreement.
- D. If a Required WIOA Partner appeals to the State regarding infrastructure costs results in a change to the MCC partners infrastructure cost contributions, the MOU must be updated to reflect the final One-Stop partner infrastructure contributions (WIOA §678.500(e))

X. SIGNATORIES

By signing this agreement, all parties agree to the provisions contained herein are subject to all applicable, Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of data and other confidential information relating to MCC customers. By signatures affixed below, the parties specify their agreement:

Note: the signatory page may be adapted to include additional representatives as determined appropriate by the MWB and/or Partner organizations. Please include the typed name under each Partner's signature.

DocuSigned by:
Jon Mitchell
Jon Mitchell, Chief Elected Official

DocuSigned by:
David Slutz
David Slutz, MassHire Workforce Board Chair

DocuSigned by:
James Oliveira
James Oliveira, MassHire Workforce Board Executive Director

DocuSigned by:
Wendy Savary
Wendy Savary, DCA Representative

DocuSigned by:
Joseph Carbone
Joseph Carbone, MassHire Career Center Lead Operator

DocuSigned by:
Beth Costa
Beth Costa, VDCS Operations Manager

DocuSigned by:
Lisa Mello-Frost
Lisa Mello-Frost, YouthBuild

DocuSigned by:
Bernice Jensen
Bernice Jensen, New Bedford Public Schools Adult and Continuing Education

DocuSigned by:
Stephen Merrill
Stephen Merrill, MA Rehab. Commission

DocuSigned by:
Christopher Mittell
Christopher Mittell, MA Commission for the Blind

DocuSigned by:
Mark Fuller
Mark Fuller, UMass Dartmouth, Interim Chancellor

DocuSigned by:
Nelson Abreu
Nelson Abreu, MA Department of Transitional Assistance

DocuSigned by:
Jean Breaud
Jean Breaud, Senior Community Service Employment Program

DocuSigned by:
Amber Polisher
Amber Polisher, Job Corps

XI. ATTACHMENTS

Attachment A – MOU Partner Referral Form



MHGNBCC Partner
Referral Template Ma

Attachment B – YouthBuild Addenda



MHGNBWB and PACE
YB MOU 5.10.19 Addi