



Memorandum of Understanding

for

Workforce Development Partners

By and between **Pasco-Hernando Workforce Board, Inc. dba Career Source Pasco
Hernando**

and

Hernando County School Board

Section 1. Parties

This Memorandum of Understanding (“MOU”) is entered into between Pasco Hernando Workforce Board, Inc., DBA CareerSource Pasco Hernando, (“CSPH”); and Hernando County School Board (“HCSB”). CSPH and HCSB are collectively referred to as the “Parties” and individually as a “Party.”

Section 2. Purpose

The Workforce Innovation and Opportunity Act of 2014 (“WIOA”) Sec. 121(c)(1) requires the local workforce development board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a MOU between the local workforce development board and the One- Stop Partners concerning the operation of the one-stop delivery system in a local area.

The purpose of this MOU is to describe the cooperative workforce training and employment efforts of CSPH and HCSB and the actions to be taken by each to establish and maintain an effective and successful one-stop delivery system. The infrastructure funding agreement (“IFA”) establishes a financial plan, including terms and conditions, to fund the services and operating cost of the one-stop delivery system.

This MOU establishes how resources will be coordinated, prevent duplication of services, and ensures the effective and efficient delivery of workforce services in the county(ies) represented by CSPH to enable the Partner to integrate with the one-stop delivery system.

The Parties agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

Section 3. Partners in the One-Stop Delivery System

Pursuant to 20 CFR 678.400, required one-stop partners are the entities responsible for administering the following programs and activities in the local area:

1. Programs authorized under title I of WIOA, including:
 - a. Adults
 - b. Dislocated Workers
 - c. Youth
 - d. Job Corps
 - e. YouthBuild
 - f. Native American programs
 - g. Migrant and seasonal farmer worker programs
2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III
3. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA.
4. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Vocational Rehabilitation)
5. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Vocational Rehabilitation)
6. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (Florida Department of Elder Affairs)
7. 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.) (Perkins V)
8. Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)
9. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.
10. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.)
11. Employment and training activities carried out by the Department of Housing and Urban Development
12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (Reemployment Services and Eligibility Assessment Program) (RESEA)
13. Programs authorized under sec. 212 of the Second Chance Act of 2007 (34 U.S.C.

10631)

14. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) (Florida Department of Children and Families)

Section 4. Provision of Services

A. One-Stop Services. The following services will be provided through the local one-stop delivery system:

1. Business Services:
 - a. Make labor exchange activities and labor market information available to local employers.
 - b. Develop relationships and networks with large and small employers and their intermediaries.
 - c. Develop, convene, or implement industry/sector partnerships.
 - d. Provide appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services offered through the one-stop delivery system.
2. Job Seeker services:
 - a. Provide basic career services, including:
 1. Determinations of whether the individual is eligible to assistance;
 2. Outreach, intake, and orientation;
 3. Opportunity for individuals to apply for TANF assistance and non-assistance benefits and services;
 4. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
 5. Labor exchange services, including job search and placement assistance, including career counseling as specified in 20 CFR 678.430(a)(4);
 6. Referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
 7. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - a. Job vacancy listings in labor market areas;

- b. Information on job skills necessary to obtain vacant jobs listed; and
 - c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
 - 8. Performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
 - 9. Information about how the local area is performing on local performance accountability measures;
 - 10. Information about the availability of supportive services or assistance and appropriate referrals to such, including: child care; child support; medical or child health assistance available through the state's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under TANF, and other supportive services and transportation provided through that program;
 - 11. Information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation; and
 - 12. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- b. Provide individualized career services, including:
- 1. Comprehensive and specialized assessments of the skill service needs of adults and dislocated workers;
 - 2. Development of an individual employment plan;
 - 3. Group and/or individual counseling;
 - 4. Career planning;
 - 5. Short-term pre-vocational services;
 - 6. Internships and work experiences that are linked to careers;
 - 7. Workforce preparation activities;
 - 8. Financial literacy services;
 - 9. Out-of-area job search assistance and relocation assistance;
 - 10. English language acquisition and integrated education and training programs.
 - 11. Provide follow-up services, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who

are placed in unsubsidized employment, for up to 12 months after the first day of employment.

12. Provide employment services and related support being provided by the TANF program that qualify as career services.

c. Training Services:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs;
9. Job readiness training;
10. Adult education and literacy activities;
11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

d. Youth Services:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience;
4. Occupational skill training;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services;

8. Adult mentoring;
 9. Follow-up services;
 10. Comprehensive guidance and counseling;
 11. Financial literacy education;
 12. Entrepreneurial skills training;
 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and
 14. Activities that help youth prepare for and transition to post-secondary education and training.
3. Access to programs and activities carried out by one-stop partners listed in 20 CFR §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program).

B. Access to Services. The Parties will make their program services accessible to job seekers, whether they are physically housed within a career center or provided virtually. Through the one-stop delivery system by:

1. Exchanging participant's eligibility requirements for their workforce funding streams, identifying their program career services, and designating services and activities that may be appropriate for integration into the one-stop delivery system.
2. Jointly developing and participating in cross-training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
3. Coordinating outreach and recruitment through links on each other's websites.

C. Coordinating Services. The Parties shall coordinate and deliver program services (including workforce services) as appropriate through the one-stop delivery system by:

1. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as co-locating in a comprehensive or affiliate one-stop location site and by establishing direct linkages through technology as provided in 20 CFR 678.305(d).
2. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.

3. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
 4. Participating in the one-stop delivery system consistent with the terms of this MOU and the requirements of federal and state laws authorizing the program or activities and any related grant agreements.
- D. Cross Referral.** The Parties will implement policies and procedures that encourage the referral of customers to each other as appropriate by:
1. Reviewing their individual program policies, procedures, and processes them to the extent allowed by each program's specific laws and better serve customers through cross referral, sequential, or co-enrollment best benefit the customer.
 2. Using established methods for follow-up and reporting to each other services provided to the customer and the outcomes obtained.
- E. Information Sharing.** The Parties agree that the collection, use, and disclosure of participant records, including, but not limited to, customers' personally identifiable information (PII), is subject to various requirements set forth in federal and state privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements. The Parties agree to comply with the following, as applicable: 29 CFR 38.41, governing the collection and maintenance of equal opportunity data and other information; 20 USC 1232g and 34 CFR Part 99 (the Family Educational Rights and Privacy Act and implementing regulations); 34 CFR 361.38 (Vocational Rehabilitation and Blind Services confidentiality regulations); and 20 CFR Part 603 (regulations governing confidentiality and disclosure of state unemployment compensation information).
- F.** Each Party will train its staff in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.
- G. Accessibility.** The Parties will ensure access for workers, youth, and individuals with barriers to employment, including the use of technological tools, in each of the one-stop centers and affiliate locations. The Parties will offer priority services to recipients of public assistance, other low-income individuals, or individuals who have skills deficient for individualized career services and training services funded with WIOA adult funds. Job seekers and businesses must be able to access all information relevant to them via visits to One-Stop centers as well as through electronic means and direct linkages to workforce partner programs. The Parties will provide reasonable accommodations for individuals with disabilities in accordance with the

Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Assistive technology, accessible formats, and language translation services will be made available and used as needed. The local workforce development board will either co-locate WIOA youth program staff at One-Stop centers and/or ensure One-Stop centers and staff are trained to serve youth and equipped to advise youth to increase youth access to services and connect youth to the program that best aligns with their needs.

Section 5. Funding of infrastructure and Operating Costs

As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be 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 to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200.

Section 6. Term

This MOU is effective upon the date of the last required signature, or July 1, 2026 whichever is later, through June 30, 2029, unless the MOU is terminated by either Party in accordance with the terms set forth herein.

Section 7. Modification and Renewal

- A. This 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.
- B. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of CSPH, one-stop partners, and chief elected officials, or one-stop infrastructure funding.
- C. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment executed by the Parties.
- D. The Parties may choose to include, via addendum to this MOU, other provisions that are consistent with WIOA title I, the authorizing statutes and regulations of one-stop partner programs, and the WIOA regulations.
- E. This MOU may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U.S. mail

Section 8. Termination

- A. Either Party may terminate this MOU for convenience by giving 30 days' written notice pursuant to Section 9 (Notice).

- B. In the event of termination, the Parties will convene within 30 days to renegotiate a mutually acceptable replacement MOU, if required by law to do so.

Section 9. Notice

- A. All notices required to be given to CSPH under this MOU shall be sufficient when emailed, hand-delivered, or mailed to CSPH at its office located at 4440 Grand Blvd., New Port Richey, FL 34652, addressed to the President/CEO.
- B. All notices required to be given to Partner under this MOU shall be sufficient when emailed, hand-delivered or mailed to Partner at its office located at 4440 Grand Blvd, New Port Richey, FL 34652.
- C. All notices required to be given to HCSB under this MOU shall be sufficient when emailed, hand-delivered or mailed to HCSB at its office located at 919 North Broad Street, Brooksville, FL 34601, addressed to the Superintendent, with copies to the School Board Attorney, located at 919 North Broad Street, Brooksville, FL 34601.

Section 10. Nondiscrimination

The Parties agree to comply with 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 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 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. 2000d et seq.).

The Parties agree 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 program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Section 11. Confidentiality

Confidentiality. The Parties 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 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information (“PII”) and other confidential/exempt information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply

with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. To the extent that confidential information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, any required data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

Section 20. Dispute Resolution

If an issue arises involving this MOU, Parties will make every effort to reach a resolution in a timely and efficient manners. Any party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing. If not resolved, the issue and the efforts to resolve this will be documented and forwarded to the Executive Director of the local workforce development board and the Director of the partner agency. A joint decision will be issued within 60 calendar days of receipt. A partner that is dissatisfied with the decision may file the dispute with the Florida Department of Commerce ("FloridaCommerce") and the Florida Department of Education ("DOE") for resolution. FloridaCommerce and DOE may remand the issue back to the Executive Director of the local area and to the director of the partner agency or impose other remedies to resolve the issue.

Section 21. Signatures

IN WITNESS WHEREOF, CareerSource Pasco Hernando have caused this MOU to be duly executed as of the date set forth below.

The MOU must contain the signatures of the Chief Local Elected Official(s). The MOU must be updated at least once every three years and included in the local board's WIOA Workforce Services' plan.

SIGNATURE PAGE

Approved by:

Pasco-Hernando Workforce Board, Inc., dba CareerSource Pasco Hernando

Board Chair: _____
Signature: _____
Title: _____
Date: _____

Approved by:

Pasco Hernando Workforce Development Consortium

CLEO Name: John Allocco
Signature: _____
Title: _____
Date: _____

Approved by Partner:

Hernando County School Board

Name: _____
Signature: _____
Title: _____
Date: _____

Attachment 1: Partner Services

Each Partner commits to cross-training of staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement and further promote system integration to the maximum extent feasible, and permissible under state and federal law through:

- Effective communication, information sharing, and collaboration with CareerSource Pasco Hernando,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- Leveraging resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- Coordinate with CareerSource Pasco Hernando to provide access to its workforce services and programs through the One-stop system in accordance with published policies and procedures which include the way the services will be coordinated and delivered through the One-stop system.
- Coordinate with CareerSource Pasco Hernando to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- Coordinate with CareerSource Pasco Hernando for the funding of the infrastructure costs of the One-stop career centers, and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151, and any infrastructure funding

mechanism requirements issued by the State of Florida.

- Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.

Provide feedback to CareerSource Pasco Hernando management regarding the performance of the partnership, including its effectiveness and success.

CareerSource Pasco Hernando

The CLEO has designated CareerSource Pasco Hernando to act as the administrative entity, grant recipient and fiscal agent for Pasco and Hernando County. CareerSource Pasco Hernando will perform the following functions:

- ❖ Review this MOU and solicit feedback from the Partner regarding improvements, changes, and/or additions, not less than once in every three-year period.
- ❖ Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA);
Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- ❖ Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop system.
- ❖ Coordinate with the Partner for the funding of the infrastructure costs of the

One-stop career centers, and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

- ❖ Maintain the statewide “CareerSource” branding of each center.
- ❖ Maintain and operate at least one comprehensive One-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday, excluding holidays and emergency situations.
- ❖ Provide an area for the Partner’s meetings and/or co-location as space permits.
- ❖ Model CareerSource Pasco Hernando core values and maintain a professional working environment.
- ❖ Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.
- ❖ Implementing a continuous quality improvement program.
- ❖ Leading Partner meetings in strategic planning for career center activities and staff team meetings.
- ❖ Planning and conducting facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
- ❖ Facilitating the development and enforcement of dress standards through the career center Partner management team.
- ❖ Scheduling and managing the use of common areas in each facility.
- ❖ The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

Individual Partner Contribution of Services

Provision of Services:

CareerSource Pasco Hernando agrees to provide the following:

- ❖ Refer students to GED, postsecondary, ABE and/or ESOL program through the Crosswalk online referral platform.
- ❖ Provide informational documentation, such as fliers and program information.
- ❖ Provide employment placement assistance if the student meets the financial criteria, attendance, and provides the required documentation.
- ❖ Resume writing, interviewing and career preparation services in schools in coordination with the teachers as part of the curriculum.
- ❖ Coordinate tours and educational guest speakers from post-secondary schools in order to assist students in knowing their options after graduation.
- ❖ Coordinate activities that provide students with direct exposure to the local workforce i.e., guest speakers in schools, industry tours and career fair events.
- ❖ Assist students with job placement services based on areas of study, and needs of businesses in our community.
- ❖ Active member of advisory boards for various academies throughout both districts.

The Hernando County School Board agrees to provide the following:

- ❖ Hernando Adult Education Program refers students to CareerSource Pasco Hernando for needed services through the Crosswalk online referral platform.
- ❖ Accept and process customers/students referred by other Pasco Hernando One-Stop System agencies/organizations to determine their eligibility for Adult Basic Education/GED, Title 1 Literacy and Career and Technical education services.

- ❖ List job openings through CareerSource Pasco Hernando. Refer customers demonstrating interests in, and possibly eligible for agency/organization program services, as appropriate. Ensure all outreach efforts that include a reference to CareerSource Pasco Hernando, or the Pasco-Hernando Workforce Board receive prior approval from appropriate marketing staff.
- ❖ Ensure HCSB staff attend, participate in and contribute to Pasco Hernando One-stop system cross training activities designed to increase partner awareness of services available.
- ❖ Participate in the development and implementation of other One-stop Center procedures, policies, reports customer surveys and operational agreements. Ensure employment placement information generated by HCSB is entered into state and local data collections systems. Actively participate in the development and maintenance of organizational reports that reflect the nature of HCSB's operations. Provide this information to the One-stop Operator at least quarterly.
- ❖ The Hernando Adult Education Program agrees to maintain a presence within the local CareerSource Pasco Hernando office in order to better assist students.
- ❖ Distribute the information provided by CareerSource Pasco Hernando to students.
- ❖ Inform CareerSource Pasco Hernando of student's attendance and progress.
- ❖ Provide wages and fringe benefits for all HCSB staff assigned to positions within the Pasco Hernando One-stop.
- ❖ Fund all HCSB supplies, and resource materials related to the delivery of HCSB services.
- ❖ Pay the HCSB portion of costs for office spaces and common area usage as agreed to by HCSB, CSPH and the One-stop operator.

Attachment 2: Additional Terms and Conditions

Each party agrees to comply with, perform, and be bound by all terms, conditions, obligations, and duties set forth below.

- A. Data-Sharing: Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.
- a. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
 - b. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - i. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - ii. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - iii. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
 - iv. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - v. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
 - vi. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
 - vii. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

- c. All one-stop career center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.
- B. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU and IFA. None of the Parties intend to directly or substantially benefit a third party by this MOU and IFA. The Parties agree that there are no third-party beneficiaries to this MOU and IFA and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU and IFA.

C. Monitoring

CSPH or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and state policies,
2. Those laws, regulations, and policies are enforced properly,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

D. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSPH and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center

employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSPH or the one-stop operator.

E. 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.

F. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 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 any 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 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

G. Certification Regarding Lobbying

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

H. Debarment and Suspension

All parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

I. 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, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S. C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.