

MEMORANDUM OF UNDERSTANDING
ONE-STOP DELIVERY SYSTEM
COBB WORKFORCE DEVELOPMENT BOARD

This Memorandum of Understanding is entered into by and between the Cobb Workforce Development Board (WDB), the Chairman of the Cobb County Board of Commissioners, as the Chief Local Elected Official (CLEO), CobbWorks, Inc. operating as WorkSource Cobb (WSC), and the Workforce Innovation and Opportunity Act Partner Organization/Program (**One-Stop Partner**) of Cobb County's One-Stop Delivery System as listed in Section VII: Parties, as defined under the federal Workforce Innovation and Opportunity Act of 2014.

I. Background

On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to assist job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

As the entity responsible for providing workforce development services to businesses and job seekers within the Cobb County workforce area, the WDB, with the agreement of the CLEO Board, is required by Section 121 of WIOA to develop and enter into an MOU with each One-Stop Partner that describes the operation of the "One-Stop Delivery System" in the workforce area including how services will be coordinated and how shared services and infrastructure costs will be funded.

II. Purpose of the Memorandum of Understanding (MOU)

The purpose of the MOU is to establish an agreement between the above parties regarding their respective roles and responsibilities for the implementation of a One-Stop Delivery System that will provide workforce-related services and assistance to residents and businesses in Cobb County. This agreement seeks to coordinate resources, prevent duplication of effort, and ensure the effective delivery of workforce services in Cobb County. By encouraging coordination between the comprehensive workforce center, affiliate sites, and a network of One-Stop Partners, this framework is designed to promote employment and training strategies that reflect the particular local labor market needs of the workforce area and its regional economies. The One-Stop Delivery System is being implemented in concert with the Workforce Innovation and Opportunity Act of 2014 and shall be consistent with the provisions of that federal legislation 20 CFR 678.500, as well as guidelines issued by the Technical College Systems of Georgia, Office of Workforce Development (OWD). This MOU is subject to Georgia Open Records Act. The MOU will be reviewed and modified periodically to ensure equitable benefit among all Partners.

III. Duration and Amendment of the MOU

The term of this MOU shall commence on **(July 1, 2022)** and end on **(June 30, 2023)** and shall be binding upon each party hereto upon execution by such party, and may be renewed in writing thereafter for a three-year period, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date. The MOU shall be reviewed, at a minimum, every three (3) years to ensure appropriate funding and delivery of services. This MOU supersedes all prior and contemporaneous understandings and conditions, oral or written, expressed or implied, respecting the subject matter hereof.

Pursuant to O.C.G.A. § 50-5-64, this MOU shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such

renewal. Further, pursuant to O.C.G.A. § 50-5-64, the MOU will terminate immediately if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the MOU, which determination is at the State Entity's sole discretion and shall be conclusive.

The Agreement will be reviewed annually. Any amendments/modifications during the term of this Agreement may be completed by written approval of proposed changes. Proposed changes will become effective when all partners have signed the amendment. If any provision of the Agreement is held invalid, the remainder of the Agreement shall remain in effect without further action by the Partners.

IV. Delegation of Administrative Duties

The Workforce Development Board hereby delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Cobb County workforce area to CobbWorks, Inc. These duties include, without limitation, (a) keeping and maintaining the original copies of the MOU and the Exhibits; (b) monitoring the effectiveness of the One-Stop delivery system; (c) procuring the One-Stop Operator and sub-recipients; (d) ensuring audits and program reviews and/or reviews are completed as appropriate; and (e) administering programs authorized under WIOA title I services, reentry employment programs, and family literacy services.

V. One-Stop Operator

For the period July 1, 2020, through June 30, 2023, the One-Stop Operator is IN THE DOOR, LLC. For the program period beginning July 1, 2023, the Workforce Development Board will procure a one-stop operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and can be viewed on WorkSource Cobb's website at: www.worksourcecobb.org. The One-Stop Operator contract will begin July 1, 2020, for a period of up to three (3) years, with satisfactory rating withstanding. The primary One-Stop Operator functions will be to increase and coordinate partnerships in the WorkSource Cobb workforce system to enhance workforce services and resource contributions with the following focus:

- A. Recruiting new workforce partners;
- B. Integrating service delivery for all partners located at WorkSource sites;
- C. Coordinating workforce system services and relationships between the one-stop centers, affiliates, and connection sites, including work with community outreach teams;
- D. Identifying and improving customer service flow, including a seamless referral system;
- E. For partners not located at physical sites, informing WorkSource Cobb staff of available services and establishing effective referral processes;
- F. Assessing the need for and providing and facilitating staff training, including further development of the Learning Exchange online training tool as directed by the Workforce Development Board;
- G. Convening WorkSource leadership meetings;
- H. Provide technical assistance to new One-Stop Partners and local grant recipients to ensure that those entities are informed and knowledgeable of the elements contained in the MOU and the one-stop infrastructure costs arrangements;
- I. Convening customer satisfaction evaluations; and
- J. Other responsibilities as identified by the Workforce Development Board.

Upon selection of a One-Stop Operator, the Workforce Development Board will develop and negotiate a set of deliverables. The deliverables will focus on measurable progress in completing the aforementioned tasks.

VI. One-Stop Service Delivery System

A. American Job Center (comprehensive)

The Workforce Development Board hereby designates the following location as the American Job Center, also known as the comprehensive One-Stop Center, designed to provide a full range of assistance to job seekers and businesses.

CobbWorks, Inc. operating as WorkSource Cobb
 463 Commerce Park Drive, Suite 100
 Marietta, GA 30060
 Phone: 770-528-4300
 Contact: Sonya Grant, President/CEO

B. American Job Center (affiliate or specialized sites and access points)

Affiliate sites can be designated and are defined as “a site that makes available to job seeker and employer customers one or more of the one-stop partners’ programs, services, and activities.” Specialized sites can be designated and are defined as “being similar to an affiliate site in that it does not need to provide access to every required partner but should be knowledgeable about and able to make referrals as needed.” WorkSource Cobb shall maintain an accurate list of all currently operating affiliate workforce centers in the workforce area on its website.

VII. Parties

The Chair of the Cobb Workforce Development Board is:

Jennifer DeBusk
 Director of Finance
 NPSG Global
 2015 Barrett Park Drive, Suite 107
 Kennesaw, GA 30144

The Chief Local Elected Official is:

Lisa Cupid, Chairwoman
 Cobb County Board of Commissioners
 100 Cherokee Street
 Marietta, GA 30090

The One-Stop Partners of Cobb’s One-Stop Delivery System are as follows:

AGENCY NAME & ADDRESS	PROGRAMS REPRESENTED	CONTACT/ REPRESENTATIVE
Chattahoochee Technical College North Metro Campus, Office C305-G 5198 Ross Road Acworth, GA 30102	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career & Technical Education Act of 2006	Shane Evans Dean of Economic Development
Cobb County Adult Education Center 1595 Hawthorne Avenue Smyrna, GA 30080	Adult Education and Family Literacy Act (AEFLA) program	Francia Browne Director
Cobb County CDBG Program Off. 121 Haynes Street Marietta, GA 30060	CSBG Program, HUD Employment programs	Kimberly Roberts Managing Director

Georgia Vocational Rehabilitation Agency/Vocational Rehabilitation 877 Franklin Road, Suite 280 Marietta, GA 30067	Vocational Rehabilitation (VR) program	Paul Workman <u>Local Contact:</u> Celeste Harris Assistant Director Field Services- Metro
Georgia Department of Labor Griffin One-Stop Career Center 1514 Highway 16 West Griffin, GA 30223	Wagner-Peyser Act Employment Services, Trade Adjustment Assistance activities, Jobs for Veterans State Grants programs, Programs authorized under State unemployment compensation laws	Melrobin Cothran Director of Statewide Operations
Adams and Associates, Inc. Georgia OACTS Contract (Brunswick Job Corps Center) 4401 Glynco Parkway Brunswick, GA 31525	WIOA Title I Job Corps. program	Lamont Allen Corporate Outreach & Admissions/ Career Transition Services Manager Mary Geoghegan Center Director Brunswick Job Corps Center
AARP Foundation – SCSEP 1718 Peachtree Street, NW Suite 991 – South Atlanta, GA 30309	Title V of the Older Americans Act Senior Community Service Employment Program	Win C. Roshell Project Director
WorkSource Cobb 463 Commerce Park Drive Suite 100 Marietta, GA 30060	WIOA Title I Adult, Dislocated Worker, Youth Programs, Adult Education and Family Literacy Programs, & Programs authorized under Second Chance Act of 2007	Sonya Grant President/CEO, CobbWorks, Inc. Executive Director, WorkSource Cobb

WIOA §121(A) further provides that each entity that carries out one of these programs or activities shall: (i) provide access through the One-Stop Delivery System to such programs or activities carried out by the entity, including making the career services described in WIOA section 134(c)(2) that are applicable to the programs or activities available at workforce centers (in addition to any other appropriate locations); (ii) use a portion of the funds available for the programs and activities to maintain the One-Stop Delivery System, including contributions to the infrastructure costs of the comprehensive workforce center in accordance with WIOA §121(h) and with the Uniform Guidance at 2 CFR Parts 200, 2900, and 3474 to provide applicable Career Services and to work collaboratively with the State and local areas to establish and maintain the One-Stop System (iii) enter into a memorandum of understanding with the local board relating to the operation of the One-Stop System that meets the requirements of WIOA §121(c), 20 CFR 678.500(b), 34 CFR 361.500(6), and 34 CFR 463.500(b); (iv) participate in the operation of the One-Stop Delivery System consistent with the terms of the memorandum of understanding, the requirements of WIOA title I, and the requirements of the federal laws authorizing the program or activities; and (v) provide representation on the WDB as required and participate on board committees as needed.

VIII. Local Vision and Goals

The vision of Cobb's One-Stop Delivery System is that all residents of Cobb County will have the opportunity to find meaningful and rewarding employment, thereby reaching their highest potential and that employers will be able to find qualified, trained, and willing workers needed to operate their businesses at maximum effectiveness and efficiency.

To achieve this vision, Cobb's Workforce System has adopted the following goals:

1. All Cobb residents will have access to:
 - Comprehensive, accurate information about job opportunities in, and near, Cobb County;
 - Information about job training opportunities and related supportive services that can assist them in becoming appropriately trained and effectively employed;
 - Job training and supportive services, to the maximum extent allowed by existing and potential resources.
2. All Cobb businesses will have access to information on the broadest possible pool of potential employees, including indicators of their interests, training, and skills.
3. Cobb will have an effective network of one-stop centers and supporting facilities interconnected with a state-of-the-art communications system and easily accessible to all residents and businesses in Cobb. There will be many access points and methods, with services tailored to meet the needs of varying individuals and communities.
4. Development of a Workforce System that is customer driven and that is continuously refined and improved according to feedback to meet customer needs.
5. Information and services will be provided in a courteous and timely manner.
6. The System will draw upon both public and private funds from a variety of sources to maximize its ability to meet customer needs.

In developing the above vision and goals, Cobb's Workforce System will adhere to the following underlying principles:

- a. Services should be streamlined through better integration of services among agencies and providers.
- b. Individuals should be empowered to direct their own training and career development, drawing upon the resources of the system.
- c. The system should provide universal access to all residents and businesses in Cobb County within available resources.
- d. The system should bring about increased accountability among agencies, educational institutions, and service providers.
- e. The Cobb County Workforce Development Board will play a strong and leading role in developing a workforce system that meets the needs of all Cobb residents and businesses.
- f. The workforce system should be flexible in order to respond to changing needs and conditions in the local economy and should facilitate rapid and appropriate state and local agency responses to community needs.
- g. The system will provide a special focus on youth needs and programs since they represent an important part of our future workforce.

IX. One-Stop Partner Services

A comprehensive one-stop center is a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners. The comprehensive one-stop center must provide: (1) Career services, described in § 678.430; (2) Access to training services, described in § 680.200 of this chapter; (3) Access to any employment and training activities carried out under sec. 134(d) of WIOA; (4) Access to programs and activities carried out by one-stop partners listed in §§ 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); and (5) Workforce and labor market information.

“Access” to each partner program and its services means: (1) Having a staff member from a different partner program physically present at the one-stop center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs or (2) Making available a direct linkage through technology to program staff who can provide meaningful information or services. A “direct linkage” means providing direct connection at the center, within a reasonable time, by phone, or through real-time web-based communication. A “direct linkage” cannot exclusively be providing a phone number or computer website or providing information, pamphlets, or materials.

The Cobb County One-Stop System will provide a wide range of assistance and services to adult and youth job seekers and employers in Cobb County. Job seekers will have access to “Career Services and Training” services, depending on their needs and income. Businesses will have access to “Business Services and Customized Training Services” to access skilled workers and enhance the skills of current employees. The general plan for workforce service delivery within Cobb County is depicted in service matrices currently under development.

All job seeker customers will have access to basic career services available through the local workforce system, including:

- Outreach information & resources
- Intake and orientation for services & programs
- Information on services & training
- Eligibility requirements
- Referral to appropriate services
- Information on unemployment claims
- Community resource information
- Labor exchange information
- Labor market information
- Performance information on the local workforce system
- Career and skill self-assessment tools
- Information on occupational training
- Information on financial aid
- Job search skills information
- Information about workplace accommodation
- Resume writing information
- Job vacancy listings (in & out of area)
- Job placement assistance (in & out of area)
- Determination of potential eligibility for workforce partner services and programs

Job seeker customers may have access to individualized career services, depending on eligibility requirements and funding constraints:

- Comprehensive and specialized assessments & diagnostic testing
- Individual employment plan development to identify employment goals and objectives to achieve goals
- Literacy activities related to work readiness
- Referral to training services
- Individual & group career counseling
- Case management
- Short-term pre-vocational services
- Workforce preparation services
- Post-employment follow-up services/support
- Work experience, transitional jobs, registered apprenticeships, and internships

For targeted job seekers who have received basic and individualized services and are still unable to obtain or retain employment, training services may be available, depending on eligibility requirements and funding constraints:

- Occupational skills training through Individual Training Accounts (ITAs)
- On-the-job training
- Incumbent Worker Training
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education & literacy activities
- Customized training

All youth customers will have access to the following services, depending on eligibility requirements and funding constraints:

- Tutoring, study skills training, & instruction
- Paid and unpaid work experience (summer & year-round)
- On-the-job training opportunities
- Workforce preparation & training
- Pre-apprenticeship programs
- Internships and job shadowing
- Postsecondary education & occupational skills training
- Supportive services
- Labor market and employment information
- Career counseling & exploration services
- Leadership development opportunities
- Financial literacy education
- GED preparation and testing services
- Follow-up services after completion for not less than 12 months

Employers may receive, at their request and at no cost, the following services:

- Business services and resources
- Outreach regarding local workforce services and products
- Labor Market information
- Access to rapid response services for mass layoffs & layoff aversion strategies
- Information on training providers (local & statewide)
- Conduct job fairs
- Consult on human resources issues
- Customized recruitment and job applicant screening, assessment, and referral services
- Post job vacancies
- Information on training incentives & tax credits
- Assistance in finding qualified workers
- Access to talent bank files
- The use of One-stop facilities for recruitment, interview & training

Additional services that may be available to employers may include:

- Developing, convening, or implementing industry or sector partnerships
- Coordination of training classes
- On-the-job training
- Incumbent worker training
- Work-Based Learning Customized training
- Literacy programs and services
- Industry-driven customized training
- Other negotiated services
- Information regarding disability awareness issues, assistive technology, and accommodations, including job coaches

The specific services to be provided by the One-Stop Partner agency executing this MOU are listed in Exhibit A: Shared System Services.

Partners also agree to:

1. Participate in joint planning and training activities to develop and improve the One-Stop System, including efforts to cross-train staff, integrate services, reduce duplication, and streamline customer service.
2. Participate in an integrated intake, referral, and client tracking system operated through the One-Stop System, subject to confidentiality provisions.
3. Participate in activities designed to evaluate the effectiveness of the One-Stop System and its partners.
4. Operate in compliance with applicable federal, Georgia, and local laws and regulations.
5. Assume liability for their actions, and the actions of their staff or agents, and to hold harmless, defend, and indemnify the other partners and the Workforce Development Board from any and all claims for damages, including attorney's fees, resulting from the Partner, its staff, or its agents acting in connection with this MOU.

X. Costs and Funding Arrangements

The parties to this MOU shall arrive at a collective infrastructure funding arrangement that represents each partner's fair share of resources utilizing the State proscribed Local Negotiations Guidelines and taking into consideration the respective services provided by each partner. The Infrastructure Funding Allocation Schedule (IFAS) and other shared costs schedule references this MOU and are incorporated herein by reference. Further, said the IFAS and other shared cost schedules shall be for a one-year period, reviewed annually, and submitted for approval by all partners each year for the duration of the MOU as referenced in Section III. Costs may fluctuate as the Partner's resources change.

Should the parties to this MOU fail to reach an agreement on required cost sharing for One-Stop operations, the parties agree to adhere to the State Infrastructure Funding Mechanism. Should a One-Stop partner appeal any application of the State Infrastructure Funding Mechanism outcomes using the State-provided appeal process, this MOU will be updated to reflect the final One-Stop system partner's contributions subject to the outcome of the partner's appeal.

Each partner in the One-Stop System will provide a fair share of the costs of operating the system, based on the use of the system by clients attributable to the partner and its programs. Contributions toward operating costs for the One-Stop System may include physical facility costs, such as for rent, utilities, equipment, and telephone, as well as for related costs. The costs of shared facilities shall be allocated according to an equitable cost allocation plan (defined in Exhibit B: Infrastructure Funding Allocation Schedule (IFAS)).

Allocation of other shared costs will be determined by a hybrid methodology based on square footage, full-time employees, and customer visits (defined in Exhibit C: Other Shared Cost Allocation Schedule). Other shared costs will include career services (as defined in 20 CFR 678.430(a)). Other shared costs will be projected for a one-year period, reviewed annually, and submitted for approval by all partners.

The program year being July through June; partner invoices will be issued annually within the first quarter (July through September) of the program year. All invoices are payable within 60 days of the date of the invoice. Quarterly invoices may be provided upon request by the One-Stop Partner. If requested, quarterly invoices will be issued within 30 days after the start of each quarter and due within 45 days of the date of the invoice.

A reconciliation of the budget to actual infrastructure and other shared costs will be performed quarterly to determine the accuracy of contributions. This may be conducted more frequently if any One-Stop partner requests changes and/or modifications. Cost adjustments will be assessed annually and reflected in the following program year invoice. All payments are to be made payable to CobbWorks, Inc. (as per instructions included within the invoice) by each partner organization. All questions regarding invoicing can be directed to the Operations Manager and/or Administrative & Finance Manager.

Partners will not incur any additional financial liability for untimely payments. All partners of the One-Stop System are required to contribute their fair share; therefore, failure to pay is not an option. If payments are not received by the end of the one-year period, the LWDA will initiate discussions to resolve the issue. If the issue cannot be resolved, the LWDA will report the issue to TCSG for guidance and will move forward as directed to obtain a resolution.

XI. Referral Process

Partners participating in the One-Stop System agree to refer customers between agencies and service providers in an efficient manner that maximizes customer access to needed services and minimizes the inconvenience to the customer. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the One-Stop System;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize common intake, eligibility determination, assessment, and registration forms;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively following up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

XII. Confidentiality Procedures

All parties to this MOU agree to comply with the provisions of WIOA and applicable, respective statute requirements of One-Stop Partners to assure the following:

- A. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, and O.C.G.A. 34-8-120, *et. seq.*, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all other Parties.
- B. Each Party will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information ("PII") as defined in the Family Educational Rights and Privacy Act ("FERPA"), or Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act ("HIPPA") and/or other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- C. All application and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- D. No partner will publish, disclose, or use; or permit or cause to be published, disclosed, or used any confidential information pertaining to One-Stop applicants, participants, or customers overall.
- E. Each Party will ensure that access to software systems and files under its control that contains PII, PHI, 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.
- F. Each Party expressly agrees to take measures to ensure that no PII, PHI, or other personal or confidential information is accessible by unauthorized individuals.
- G. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the

extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created. Required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

- H. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data-sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.
- I. With respect to the use and disclosure of personal information contained in VR records, any such data-sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

XIII. Resolution of Disputes Among Partners

Disputes among partners of the One-Stop System shall be handled according to the following protocol:

- 1. Partners agree to discuss any dispute regarding program operation, prior to taking any other action, in order to seek a mutually satisfactory resolution of the dispute. This process shall include an identification of the issues creating the dispute, presentation of actions proposed to resolve the dispute by both parties, and face-to-face discussions if required.
- 2. If the partners involved in the dispute cannot satisfactorily resolve the dispute, either partner may request that both partners present their issues, in writing, to the Cobb Workforce Development Board. The Workforce Development Board shall review the information presented by both partners and render a decision within 30 days of the presentation of the request.
- 3. If the dispute is not resolved to the satisfaction of both partners, they may pursue legal action only after following the above process, and as appropriate.

XIV. Non-Discrimination and Equal Opportunity

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

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XV. 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 the Cobb Workforce Development Board 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 the Cobb Workforce Development Board or the one-stop operator.

XVI. Data Sharing

Partners agree that the collection, use, and disclosure of customers' PII and/or PHI 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.

All data, including customer PII and/or PHI, collected, used, and disclosed by Partners will be subject to the following:

- Customer PIT and PHI will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII and PHI.
- 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.
- The collection, use, and disclosure of PHI, as defined under HIPPA, shall comply with HIPPA and applicable State privacy laws.
- All confidential data contained in Unemployment Insurance wage records must be protected in accordance with the requirements set forth in 20 CFR part 603 and O.C.G.A. 34-8-120, *et. seq.*
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, and consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in a 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)). All One-Stop Center and Partner, Contractor, and/or Consultant staff will be trained in the protection, use, and disclosure requirements governing PII, PHI, and any other confidential data for all applicable programs, including HIPPA-protected records, FERPA-protected education records, confidential information in UI records, and personal information in VR records.
- No Party shall disclose PII or other personal or confidential information, requested by legal process or otherwise, received from another party pursuant to this MOU, without the express written approval of the Party from which the information originated. In such matters, the Party from which the information originated will determine whether the information may legally be disclosed. The Party for which the information was requested may only release the requested information after receiving written instructions from the Party from which the information originated.

XVII. Data Collection and Reporting

Partners agree to submit such information as may be required by the Cobb Workforce Development Board to meet federal or Georgia state requirements for reporting specified by the Workforce Innovation and Opportunity Act of 2014, as amended. Partners also agree to make all reasonable efforts to participate in record-keeping and reporting procedures developed by the Workforce Development Board and the One-Stop System for the purpose of improving customer service and System effectiveness.

XVIII. Accessibility

Accessibility to the services provided by the Cobb One-Stop Workforce System and all Partner agencies is essential to meeting the requirements and goals of the American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran status, or on the basis of any other classification protected under state or federal law. All comprehensive one-stop centers and affiliate sites must be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR part 38 and the implementing regulations of WIOA sec. 188. Priority of services for veterans and eligible spouses must be applied in accordance with established policy and in compliance with the Jobs for Veterans Act and associated regulations.

XIX. Outreach

Partners agree to market the Cobb One-Stop System, including information describing services and assistance available under the system, to the general public, employers, individuals, and families with specific workforce needs that may be addressed by the Workforce Innovation and Opportunity Act, or related programs and services.

Public announcements and written materials conducted by partners that involve WIOA resources shall contain language that references the Workforce Innovation and Opportunity Act, the Technical College Systems of Georgia, the Office of Workforce Development, and the Cobb Workforce Development Board/One-Stop System. Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner;
- An outreach plan to the region’s human resources professionals;
- An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need;
- An outreach and recruitment plan for out-of-school youth;
- Sector strategies and career pathways;
- Connections to registered apprenticeship;
- A plan for messaging to internal audiences;
- An outreach tool kit for Partners;
- Regular use of social media;
- Clear objectives and expected outcomes; and
- Leveraging of any statewide outreach materials relevant to the region.

XX. Severability

If any part of the MOU is found to be null and void or is otherwise stricken, the remainder of this MOU shall remain in force. If any attachments or appendices to this MOU expire, are canceled, or are found to be null and void, the remainder of this MOU shall remain in force provided that all Parties can continue to perform their obligations under this MOU in accordance with its intent.

XXI. 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 an employee of the

recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 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.

XXII. 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.

XXIII. 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.

XXIV. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, a 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.

XXV. Non-Assignment

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

XXVI. Governing Law and Venue

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Georgia, Federal WIOA regulations, State WIOA enabling legislation, and Cobb County policy. The venue for any legal proceedings between or among the Partners that relate to the MOU and its attachments shall be in Fulton County, Georgia.

ASSURANCES

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to the priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression

and Sex Stereotyping Are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38);
- The Health Insurance Portability and Privacy Act (HIPPA) (Pub. L. 104-191. Aug. 21, 1996, 110 Stat. 1936) and the Privacy Regulations (45 CFR 164.500 et seq.);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CPR part 603 and O.C.G.A. 34-8-120, *et. seq.*);
- all amendments to each; and
- all requirements imposed by the regulations issued pursuant to these acts.

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XXVII. Signatures

This agreement and any amendments and/or modifications may be executed with counterpart signatures. Each signatory will sign a separate document, and, upon execution, the LWDB will provide each party a copy of the document with the signatures of each party.

By their signatures affixed below, each of the parties to this MOU hereby certifies their agreement to the provisions contained herein.

For Cobb Workforce Development Board:

For Cobb County Board of Commissioners:

Jennifer DeBusk, Chairwoman

Lisa Cupid, Chairwoman

Date: _____

Date: _____

Attest: _____

Attest: _____

Alisa Jackson, Director of Operations

Pam Mabry, Cobb County Clerk

Approved as to Form:

Cobb County Attorney

For Cobb One-Stop Service Delivery System

Name of Partner Organization

Authorized Signature

Printed Name and Title

Date: _____

Attest: _____

Signature

Printed Name and Title