**MICHIGAN WORKS! SYSTEM**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_ Workforce Development Board,**

**The Chief Local Elected Official**

**And**

**Licensing and Regulatory Affairs/Bureau of Services for Blind Persons**

**\*\*\*July 1, 2017 through June 30, 2020\*\*\***

BILL’s Commentary – All of our agreements were negotiated as 3 year agreements to correspond with the expiration of the 4 year USP and to save administrative time in subsequent years. I also like to have in MOU’s a very detail explanation of Parties and Purposes. Note language regarding successors or assigns – Each election could place us in a new DSA.

**Part I**

**Parties and Recitals**

This Memorandum of Understanding (hereinafter referred to as the MOU or Agreement) establishes the terms and conditions between The Department of Licensing and Regulatory Affairs/Bureau of Services for Blind Persons and its successors or assigns (hereinafter referred to as Partner or LARA/BSBP) and the Michigan Works! \_\_\_\_\_\_\_\_ Workforce Development Board (hereinafter referred to as the WDB) for the \_\_\_\_\_\_\_\_\_ Michigan Works! Agency. These entities are referred to collectively as the “Parties” and individually as “Party” to this MOU.

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, is designed to help 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 requires the Local Workforce Board, with the agreement of the Chief Elected Official, to develop and enter into a MOU between the local WDB and the One-Stop Partners for the operation of the one-stop delivery system in a local area. This requirement being further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

LARA/BSBP is the blind vocational rehabilitation agency in Michigan operating under the State Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by Title IV of WIOA and as such \*\*\*is a One-Stop partner which serves blind and visually impaired consumers who must be provided the opportunity to be served at every One-Stop workforce center regardless of whether LARA/BSBP staff are housed there or not.\*\*\*

This MOU is entered into for the purpose of delineating the respective roles and responsibilities of the Parties in compliance with the provisions of WIOA, Section 121(c)(2), to ensure the efficient and effective coordination and delivery of services in the \_\_\_\_\_\_\_\_\_\_\_\_\_ Michigan Works! Agency service delivery area to prevent duplication and maximize available resources, and establishes joint processes and procedures that will enable all WIOA core partners (the One-Stop Partners) to more fully integrate the current service delivery system, resulting in a more seamless and comprehensive array of education, human service, job training, and other workforce services.

**Part II**

**Vision and Principles**

**Bill’s comments – Pearl Van Zandt, Nebraska Blind, retired, actually shared this Vision section out of Nebraska’s MOU. I tweaked it and added some language but the credit and genius of this section resides with Nebraska. None of the draft MOU’s from WDB had this section but I felt that the vision for services whether now, future or impractical was important. Not one WDB objected.**

WIOA clearly identifies One-Stop Centers as the service delivery system for programs funded under WIOA. The One-Stop Centers, identified under the American Job Center Network, directly provide an array of employment services and connects customers to work-related training and education. Locally, the One-Stop Centers are referred to as Michigan Works! Agencies.

WIOA reinforces the partnerships and strategies necessary for One-Stop Centers to provide job seekers and workers with the high-quality career services, training and education, and supportive services they need to get good jobs and stay employed, and to help businesses find skilled workers and access other supports, including training and education for their current workforce.

The publicly funded workforce system is designed to increase access to, and opportunities for, the employment, education, training and supportive services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible and high-quality workforce development system. \*\*\*This is accomplished by providing all customers access to high-quality One-Stop Centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary credential, obtain guidance on how to make career choices, or are business and employers seeking skilled workers.\*\*\*

The Parties are committed to providing an integrated delivery of federally funded workforce investment activities. Each Party to the MOU agrees \*\*\*to dedicate resources when and if appropriate to\*\*\*: Bill’s Commentary: Because the vision may not be practically implemented immediately or due to funding – I felt it was important to have language related to when and if appropriate when it comes to resources – money, time, staff.

COLLABORATION AND ALIGNMENT STRATEGIES TO ENSURE EFFICIENCY AND ENHANCED ACCESS WHICH \*\*\*MAY INCLUDE BUT ARE NOT LIMITED TO\*\*\*:

* Common intake procedures
* Aligning terminology
* Integrating technology
* Targeted outreach
* Enhancing access to available services
* Improving data sharing and analysis
* Sharing knowledge to facilitate referrals
* Increasing co-enrollment of partner-program participants
* Coordinating policy development
* Public sector partnerships
* Developing and implementing sector strategies
* Promoting and targeting high wage, high skill, and high demand jobs
* Developing career pathways
* Aligning education, credentialing, and placement
* Expanding work-based learning opportunities
* Planning for the impacts of disruptive technology and innovation
* Increasing school careers and workforce professionals’ knowledge and exposure to the job opportunities in Michigan

STRATEGIES AND COMMITMENT TO CONTINUOUS IMPROVEMENT TO MEET THE CHANGING NEEDS OF JOBSEEKERS AND EMPLOYERS \*\*\*WHICH MAY INCLUDE BUT ARE NOT LIMITED TO\*\*\*:

* Coordinating funding streams
* Assessing systems collaboratively to ensure continuous improvement
* Coordinating with local and regional areas
* Targeted distribution of available funding streams
* Targeted acquisition of new funding streams and other resources
* Working closely with each WIOA-designated region
* Promoting career readiness
* Continuous improvement of workforce development strategies
* Continued development and dissemination of online resources

**Part III**

**Service Provision and Coordination**

**BILL’s NOTE – THESE SECTIONS VARIED BY MOU. THESE ARE THE UNIQUE SERVICES AGREED TO BE PROVIDED BY THE PARTIES TO THE MOU VERSUS THE VISION. THERE WAS QUITE A BIT OF VARIATION BY THE VARIOUS WDBs HOWEVER THE BSBP SECTION REMAINED STATIC AND DID NOT CHANGE**

**\*\*\*The Michigan Works! \_\_\_\_\_\_\_\_\_\_\_\_ Workforce Development Board agrees to\*\*\*:**

* Design and approve the Michigan Works! service center structure, which includes: having adequate, sufficient, and accessible one-stop center locations and facilities; having sufficient career and training services providers (including providers with expertise in assisting individuals with disabilities and providers with expertise in assisting adults in need of adult education and literacy activities); having a holistic system of supporting services; and having one or more competitively procured one-stop operators;
* Provide a welcoming environment to all customer groups who are served by Michigan Works! \_\_\_\_\_\_\_\_\_\_\_\_ One-Stop Centers;
* Provide excellent customer service to jobseekers, workers and businesses including outreach, intake and orientation;
* Provide a universally accessible system meeting the diverse customer needs that exist within the local service delivery area, which includes the needs of individuals with disabilities including but not limited to individuals with vision loss, people of different cultures, and persons with barriers to employment;
* Provide innovative and effective service design including both virtual and face-to-face service delivery for job seekers, workers and employers;
* Provide integrated services to job seekers and employers through a seamless service delivery system by coordinating staff communication, capacity building, and cross-training;
* Provide an integrated and expert intake process for all customers entering the career centers;
* Provide a career center that is physically and programmatically accessible to all customers, including individuals with disabilities including but not limited to individuals with vision loss;
* Provide coordinated services, supports, and other activities, to achieve maximum effectiveness while minimizing duplication;
* Provide “priority of service” to veterans and their qualified spouses in all aspects of service delivery;
* Provide equal opportunity and access to services offered through the Michigan Works! service delivery system to all applicants without regard to race, color, religion, sex, national origin, age, disability including but not limited to individuals with vision loss, or genetics;
* \*\*\*Provide, with participants written permission, any relevant information, including assessment scores and outcomes to facilitate seamless incorporation into other programs appropriate for the participant’s needs and goals\*\*\*.

**\*\*\*LARA/BSBP, a One-Stop partner, agrees to the following\*\*\*:**

* For referrals from the One-Stop offer individualized vocational services that \*\*\*may include but are not limited to –\*\*\*

1. Evaluation and assessment of individuals with visual disabilities in order to determine they meet the basic eligibility criteria for VR services, including supported employment services under Title I and Title VI of the Rehabilitation Act and implementing Federal and State regulations;
2. Diagnostic testing and use of assessment tools;
3. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals; and,
4. Development of a vocational needs assessment and Individual Employment Plan to identify employment goals along with services required to achieve those goals utilizing Labor Market Information and collaboration as appropriate with the One-Stop and other partners of the One-Stop.

* Provide Pre-employment Transition Services (Pre-ETS) and transition services to students and youth with disabilities who are referred by the One-Stop \*\*\*when students and youth with disabilities meet the eligibility criteria for such services\*\*\*.
* \*\*\*When appropriate, provide staff to participate in local or regional meetings that involve service planning and coordination for workforce development activities\*\*\*;
* When requested and as offered by LARA/BSBP as appropriate and \*\*\*as funding permits, provide technical assistance to the One-Stop in order to promote the inclusion of blind/visually-impaired persons within all appropriate programs and services. Examples of technical assistance include but are not limited to providing sensitivity training, consultation regarding reasonable accommodations and appropriate technology\*\*\*.
* Making available \*\*\*a direct linkage\*\*\* through technology to a LARA/BSBP program staff member who can provide meaningful information or services within a reasonable time by phone; or, \*\*\*if appropriate, providing training to a staff member from a different partner program who will be physically present at the One-Stop  who can provide meaningful information about LARA/BSBP programs\*\*\*.

**The Michigan Works! \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and LARA/BSBP, a One-Stop partner, agree to the \*\*\*following joint responsibilities\*\*\*:**

* Partnership building and planning responsive to State and federal requirements;
* Embracing the \*\*\*“dual customer” concept of serving both consumers and the employers\*\*\*;
* Adherence to common data collection and reporting needs;
* Promote information sharing and the coordination of activities to improve the performance of One-Stop Centers;
* Promote information sharing on joint training opportunities;
* Cooperate with data collection and reporting efforts when appropriate for One-Stop customers;
* \*\*\*Collaborate to achieve common performance indicators outlined in the State of Michigan Unified State Plan and any modifications made thereto. This collaboration includes strategizing on approaches to attain these measures and providing data in the method and of the substance requested by state-level partner agencies
* Share resources to the extent possible, promoting staff development and improving community awareness\*\*\*;
* The Parties will collaborate to develop and implement operational policies, procedures and proven and promising practices that reflect an integrated system of performance, communication and case management, and use technology to achieve integration and expanded service offerings.
* Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., WDB agrees not to discriminate against an employee or applicant for services with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this MOU.
* Parties to the MOU will uphold high ethical standards and are prohibited from: (a) holding or acquiring an interest that would conflict with this MOU; (b) doing anything that creates an appearance of impropriety with respect to performance under the MOU; and (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value. WDB must immediately notify the State of any violation or potential violation of these standards. This Section applies to Parties that perform activities in connection with this MOU.

**BILL’s COMMENT: THESE SECTIONS WERE STANDARD SERVICES AGREED TO BY GOVERNOR, SWB AND LOCAL WDB ALTHOUGH SOME OF THE RURAL WDB’s MODIFITED BECAUSE OF LACK OF RESOURCES OR ALL SERVICES WERE NOT PROVIDED BY EVERY ONE-STOP**

**BASIC CAREER SERVICES TO BE PROVIDED BY WDB**

All individuals have access to employment-related information and self-service tools through Basic Career Services without regard to program eligibility or registration. These include:

* Determination of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
* Outreach, intake and orientation to information and other available services;
* Initial assessment of skill levels including reading, math and English language; proficiency, aptitudes, abilities (including skills gaps) and supportive service needs
* Labor Market Information;
* Referrals to and coordination of activities with other programs and services, including those within the One-Stop system and, when appropriate, other workforce development programs;
* Provision of workforce and labor market employment statistics including the provision of accurate information relating to local, regional, and national labor market areas;
* Provision of performance information and program cost information on eligible training providers by program and type of providers;
* Provision of Information on performance of the Local workforce system;
* Provision of information relating to the availability of supportive services or assistance, and appropriate referrals;
* Assistance in establishing eligibility for financial aid assistance for training and education programs not provided under WIOA, and
* Provision of information and assistance regarding filing claims under Unemployment Insurance programs;
* Determination of potential eligibility for workforce Partner services, programs, and referral(s);
* Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment).

**SELF-SERVE CAREER NAVIGATION TO BE PROVIDED BY WDB**

* Computer access for online resources in:
  + Career exploration
  + Skills assessment
  + Community resources
  + Training exploration
  + Job readiness tools
  + Job search tools
  + Veterans resources
* Phone banks

**INDIVIDUALIZED CAREER SERVICES/CASE MANAGEMENT TO BE PROVIDED BY WDB**

* Comprehensive and specialized assessment of the skill levels and service needs of eligible adults and dislocated workers;
* Development of an Individual Employment Plan (IEP) to identify employment goals, achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of and information about eligible training providers;
* Referral to training services;
* Group and/or individual counseling and mentoring;
* Career planning/Case management;
* Short-term pre-vocational services, including development of foundational skills;
* Internships and work experiences linked to careers;
* Workforce preparation activities designed to help an individual acquire basic academic skills, critical thinking skills, digital literacy skills and self-management skills, including competencies necessary for successful transition into and completion of post-secondary education, or training, or employment;
* Financial Literacy Skills;
* Out-of-area job search assistance and relocation assistance;
* Work experience, transitional jobs, registered apprenticeships, and internships;
* English Language acquisition and integrated education and training programs;
* \*\*\*Post-employment follow-up services and support\*\*\*.

**TRAINING SERVICES TO BE PROVIDED BY WDB**

* Occupational skills training;
* Skill upgrading and retraining;
* Work Based Training;
* On-the-Job Training (OJT);
* Incumbent Worker Training;
* Entrepreneurial training;
* Adult education and literacy activities including English language acquisition (ELA);
* Customized training;
* Programs that combine workplace training with related instruction which may include cooperative education;
* Training programs operated by the private sector;
* Other training services as determined by the workforce partner’s governing rules.

**BUSINESS SERVICES TO BE PROVIDED BY WDB**

* Host job fairs on behalf of local businesses looking to find qualified applicants for their job openings;
* \*\*\*Post job openings to Pure Michigan Talent Connect and Michigan Works! social media sites;
* Post job vacancies in the state labor exchange system and take and fill job orders\*\*\*;
* Share information about job openings through our e-mail network with representatives of the other Michigan Works! Agencies in Regions \_\_\_\_\_;
* Provide customized recruitment and job applicant screening, assessment and referral services;
* Use of one-stop center facilities for recruiting and interviewing job applicants;
* Pre-screen applications according to criteria provided by local employers looking to identify applicants who meet their qualifications;
* Conduct follow-up services with businesses who have hired workers through the Michigan Works! system to measure the progress of those referrals and to determine if additional services are required;
* Provide information to employers on available programs such as On-The-Job Training, the Skilled Trades Training Fund, and USDOL-Registered apprenticeships through group seminars and one-on-one meetings;
* Assist with disability and communication accommodations, including job coaches;
* Provide information regarding workforce development initiatives and programs;
* Provide information regarding assistive technology and communication accommodations;
* Provide information regarding disability awareness issues;
* Provide information and services related to Unemployment Insurance taxes and claims;
* Provide businesses with labor market information such as local occupational wage rates that will help them attract the proper talent;
* Assist with the interpretation of labor market information;
* Provide office space within the local Michigan Works! Career Centers to employers who wish to conduct interviews at those sites;
* Connect employers to services offered through our partner organizations such as economic development and training offered through the local community colleges;
* Develop customized training opportunities to meet specific employer and/or industry cluster needs;
* Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies;
* Provide incumbent worker upgrade training through various methods;
* Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers;
* Hold local seminars for employers on employment related topics such as labor law;
* Consult on human resources issues;
* Conduct on-site Rapid Response activities regarding closures and downsizings;
* Coordinate with employers to develop and implement layoff aversion strategies;
* Assist employers who have locations outside of the \_\_\_\_\_\_\_\_\_ Michigan Works! area to connect with Business Services staff within other Michigan Works! Agencies;
* Develop, convene, or implement industry or sector partnerships;
* Conduct outreach regarding Local workforce system’s services and products;
* Serve as a single point of contact for businesses, responding to all requests in a timely manner.

**YOUTH SERVICES – Identified locally as Young Professionals ages 16-24 TO BE PROVIDED BY WDB**

* Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that leads to completion of the requirements for a high school diploma, high school equivalency exam preparation, (including a recognized certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential;
* Alternative secondary school services or dropout recovery services;
* Paid and unpaid work experiences that have an academic and occupational education component which may include summer employment and other employment throughout the school year, pre-apprenticeship programs, internships, job shadowing and on-the-job training opportunities;
* Occupational skills training with priority considerations for training programs that lead to recognized postsecondary credentials that are aligned with demand in the local area;
* Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
* Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive and social civic behaviors;
* Supportive Services;
* Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
* Follow-up services for not less than 12 months after completion of participation;
* Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral;
* Financial Literacy Education;
* Entrepreneurial Skills Training;
* Labor Market and Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness and career exploration services, and
* Activities that help youth prepare for and transition to postsecondary education and training.

**Part IV**

**Budget and Infrastructure Costs**

**BILL’s COMMENT – BECAUSE BSBP DID NOT HAVE AN INITIAL OBLIGATION AND BECAUSE THE MOU WAS A 3 YEAR AGREEMENT AND THE IFA WOULD BE NEGOTIATED ANNUALLY – I DECIDED TO CREATE AN ATTACHMENT DOCUMENT WHICH COULD CHANGE EACH YEAR AND THE IFA AND BUDGET IT IS BASED ON WOULD SIMPLY BE INCORPORATED EACH YEAR BY ATTACHMENT. THE WDB’s FOR THE MOST PART HAD LITTLE ISSUE WITH THIS APPROACH**

**Operating Budget:**

\*\*\*The One-Stop Operating Budget is an addendum to this MOU. The One-Stop Operating Budget is the sole responsibility of the One-Stop. The One-Stop Operating Budget shall be provided to the One-Stop Partner no later than September 15th for each fiscal year of this agreement. Partner reserves the right of audit to ensure effective and efficient use of resources\*\*\*.

**Infrastructure Costs:**

All One-Stop Partner Programs are required to contribute to the infrastructure costs and certain additional costs of the one-stop delivery system in proportion to their use and relative benefits received, as required in 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760. The sharing and allocation of infrastructure costs between One-Stop Partners is governed by WIOA sec. 121(h). \*\*\*Upon execution of this Agreement, the Parties will enter negotiations and work to mutually agree upon responsibilities for infrastructure costs and any other costs that may be required pursuant to federal or State law and regulations. As part the negotiation for contribution to infrastructure costs, The One-Stop must demonstrate proportion of use and relative benefits provided to Partner\*\*\*. The Parties agree that the Michigan Talent Investment Agency will assist in negotiation of basis of contribution to infrastructure costs and method of calculation. \*\*\*The duties and responsibilities outlined in this MOU shall not be diminished by a failure to mutually agree upon such costs\*\*\*.

**Part V**

**Referral Strategies**

\*\*\*The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, WDB agrees to:

* Familiarize Partner staff with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners’ programs;
* Provide materials summarizing their program requirements and making them available for Partners and customers;
* Use an agreed upon common referral form between the Parties;
* Provide referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs;
* Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
* Commit to ongoing communication and follow-up information required for an effective referral process with all program Partners;
* Commit to actively follow up on the results of referrals and assure Partner resources are being leveraged at an optimal level\*\*\*.

**Part VI**

**Inclusion Strategies**

Accessibility to the services provided by Michigan Works! \_\_\_\_\_ and all partner agencies is essential to meeting the requirements and goals of the Michigan Works! 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’s status, or based on any other classification protected under state or federal law.

**Physical Accessibility**

Michigan Works! \_\_\_\_\_\_\_\_\_\_ will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, \*\*\*will meet the latest standards of accessible design\*\*\*. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

The WDB is responsible for insuring that all precautions are exercised at all times for the protection of persons and property.  Safety provisions of all Applicable Laws and building and construction codes shall be observed.  The WDB is responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this MOU and shall at all times carefully observe and comply with all rules, ordinances, and regulations.  The WDB shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

**Virtual Accessibility**

The Michigan Works! \_\_\_\_\_\_\_\_\_\_\_ WDB will work to ensure \*\*\*that job seekers\*\*\* and businesses \*\*\*have access to information online\*\*\*. Information kept virtually will be updated regularly to ensure dissemination of correct information. Partners will have their own web presence via a website and/or the use of social media. \*\*\*The Parties may mutually agree to post information or links to each Party’s websites to promote the vision and principles of this MOU.

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or activities to which it relates must not be made without prior written LARA/BSBP approval, and then only in accordance with the explicit written instructions of the LARA/BSBP.\*\*\*

**Communication Accessibility**

Communications access will be provided to individuals with sensory disabilities. All partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, \*\*\*individuals with vision impairments\*\*\*, and individuals with speech-language impairments.

Reasonable steps will be taken to ensure meaningful access to each Limited English Proficient (LEP) individual served or encountered so that LEP individuals are effectively informed about and/or able to participate in the program or activity.

**Part VII**

**Other Provisions, if Applicable**

**Confidentiality**

Each partner expressly agrees to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personally Identifiable Information (PII) from customer, client, participant and educational records. In addition, in carrying out their respective responsibilities, each partner shall respect and abide by the confidentiality policies and legal requirements of all the other partners.

Each partner will ensure that the collection and use of any information, systems, or records that contain PII and 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.

Each partner 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 partner 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, private, or otherwise protected information needs to be shared amongst the partners for the partners’ 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 and required confidentiality and ethical certifications will be signed by authorized individuals\*\*\*.

With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures. With respect to the use and disclosure of Family Educational Rights and Privacy Act (FERPA) protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

\*\*\*With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38\*\*\*.

WDB must notify the LARA/BSBP within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving either Party that arises during the term of the MOU, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Party’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (d) a Proceeding involving any license that WDB is required to possess in order to perform

|  |
| --- |
|  |
|  |
|  |
|  |

**Service Sites**

Comprehensive Sites

Affiliate

Sites

**Part VIII**

**Duration of Agreement**

In accordance with the provisions of the Workforce Innovation and Opportunity Act of 2014, this MOU is effective this \*\*\*1st day of July 2017 by and between the Michigan Works! \_\_\_\_\_\_\_\_ WDB and LARA/BSBP (partner), as partners. This MOU shall remain in effect until June 30, 2020, or unless otherwise terminated by agreement of all signing Parties, under the following condition:

Any Party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective date of the withdrawal. Notice of withdrawal shall be given to all Parties covered by this agreement.

All signing Parties assure that the MOU will be reviewed at least once every year\*\*\*.

**Part IX**

**Procedure for Amendment or Assignment**

This MOU may be modified at any time by written agreement of the parties. Such amendments will require the signature of all Parties affected by such amendment. Assignment of responsibilities under this MOU by any of the Parties shall be effective upon written notice to the other Parties. Any assignee shall also commit in writing to the terms of this MOU.

**Part X**

**Certification**

The WDB certifies, by signature to this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this MOU by any federal or State department or agency. If the WDB is unable to certify to any portion of this statement, the WDB shall attach an explanation to this Agreement.

The undersigned hereby agree to abide by all terms and conditions outlined in this agreement, or in any amended version of this agreement, for the duration of this agreement.

Approval on behalf of Partner: **Shelly Edgerton, Director Licensing and Regulatory Affairs**

Signature of Partner Date

\*\*\*Approval on behalf of Partner: **William A. Robinson, III, Director Bureau of Services for Blind Persons\*\*\***

Signature of Partner Date

Approval on behalf of the WDB: \_\_\_\_\_\_\_\_**, Chair WDB**

Signature of WDB Board Chair Date

Approval on behalf of Chief Elected Official: **\_\_\_\_\_\_\_\_,**

Signature of Chief Elected Official Date

Bill’s commentary – Note both the DSA and DSU signed the MOU. In one recent state 107 Monitoring Report, the state was written up because the DSU was not a signatory to the agreement.