19-017 a
Agreement A199508

Memorandum of Understanding

Among the

Hennepin-Carver County - Workforce Development Board, Area 9

The Local Workforce Development Area One-Stop Delivery System Partners

And

The Hennepin County Board

RECITALS

WHEREAS, Hennepin and Carver Counties, as parties to a Joint Powers Agreement, have authorized the Hennepin County Board to act as Chief Elected Official in the creation and operation of a Workforce Development Board (WDB) pursuant to the requirements of the Workforce Innovation and Opportunity Act of 2014 (WIOA);

WHEREAS, The WDB represents the Local Workforce Development Area (LWDA);

WHEREAS, WIOA §121 requires all Local Workforce Development Boards to establish and operate a One-Stop Delivery System ("System"), and sets forth the services and activities that must be provided through the LWDA;

WHEREAS, The WDB is responsible for oversight of the System in each LWDA and must develop the local WIOA Plan;

WHEREAS, WIOA Section 121(c) requires each Local WDB, with the agreement of the CEO, to enter into a Memorandum of Understanding with all the entities that will serve as partners in the delivery of services under the System;

WHEREAS, WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of the programs must be made available in each LWDA;

WHEREAS, all entities that receive federal funds for each of the programs are required partners to this Memorandum of understanding;

WHEREAS, WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under Section 121(b)(1)(B) may participate in the local area's One-Stop Delivery System as 'additional partners' and provide the services available under their programs; and

WHEREAS, WIOA Sections 121(a)(1) and 121(b)(1) require all entities that participate as One-Stop Partners (Partners), whether required or additional, to be parties to this MOU, and to abide by the terms prescribed herein and by all applicable federal, state and local rules, plans and policies.

NOW THEREFORE, the parties agree to the following provisions:

1. <u>Parties to this Agreement</u>:

- a. The Hennepin-Carver Workforce Development Board Hennepin County Government Center A-400, 300 South Sixth Street Minneapolis, MN 55487
- b. Required Partners. (* indicates Core Partner to be co-located in the Workforce Center):

Partner Name	Program	Program Authority
Hennepin County Workforce	Adult and Dislocated	WIOA Title I – Adult and Dislocated
Services	Worker	Worker Programs and MN Statute
Hennepin County Workforce	Dislocated Worker	§116L.17 – State Dislocated Worker
Services	* an'v + * 1 l' + 1 i	Program*
Hennepin County Workforce	WIOA Youth	WIOA Title I – Youth Programs
Services		a three parts
Hennepin County Workforce	Minnesota Youth	MN Statutes 116L.56
Services	Program	
Hennepin County Human	Economic Assistance	Social Security Act – part A of Title IV
Service and Public Health		Programs (TANF)
Carver County	Economic Assistance	Social Security Act – part A of Title IV
		Programs (TANF)
Osseo Area Schools	Adult Basic	WIOA Title II – Adult Education and
	Education	Literacy
Department of Employment	Job Service and Re-	WIOA Title III – Wagner-Peyser &
and Economic Development	employment Services	Migrant Seasonal Farmworker
Wagner Peyser	T s training seasons	Programs*
Department of Employment	Supported	WIOA Title IV – Rehabilitation Act,
and Economic Development	employment services	Title I, Vocational Rehabilitation
 Rehabilitation Services 	*	Services*
 State Services for the Blind 		
A STATE OF THE STA		
Department of Employment	Veterans Services	Chapter 41 Title 38, USC – Jobs for
and Economic Development		Veterans
Department of Employment	Unemployment	Unemployment Insurance Programs,
and Economic Development	Insurance	authorized under state law
MN Department of	TAA	Trade Act Title II, Chapter 2 – Trade
Employment & Economic		Adjustment Assistance (TAA)
Development		
North Hennepin Community	Career and Technical	Carl D. Perkins Career and Technical
College	Education	Education

Community Action	Variety of services	Community Services Block Grant
Partnership of Hennepin	including: assistance,	
County	children, housing and	70 10 10 10 10 10 10 10
	senior services	
Community Action	Variety of services	Community Services Block Grant
Partnership of Scott and	including: assistance,	* 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Carver Counties	children, housing and	There is a large of a second
	senior services	
SCSEP	SCSEP	Older Americans Act Title V – Senior
	1 2 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Community Service Employment
		Program – NA, do not provide services
The state of the s	ille LaNore en me un monte	in local area

2. Definitions:

- a. Additional Partner: An entity that carries out a program not identified as required under WIOA that is approved by the LWDB and the Chief Elected Officials to be included as a One-Stop partner in a local area. WIOA Section 121 (b)(2).
- b. Administrative Entity: Entity(ies) designated by the Chief Elected Officials to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local rules, policies, plans, and the terms of this MOU. Hennepin County Workforce Services functions as the Administrative Agency.
- c. Career Services: The services that must be provided at a minimum to eligible individuals through the One-Stop delivery system in each local area. WIOA Section 124(c)(3).
- d. **Chief Elected Official**: The chief elected officer of a unit of general local government in a local area or the individuals designated under a local agreement. The Hennepin County Board of Commissioners is the Chief Elected Official for purposes of this agreement.
- e. **Cost Allocation:** The measurement of actual costs in relation to the benefit received to be able to determine each partner's fair share of One-Stop operating costs. 66 Fed. Reg. 29639.
- f. **Fair Share:** The portion of One-Stop operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the One-Stop system. 20 CFR 662.270.
- g. Local Workforce Development Area (LWDA). A geographic region of a state designated by the Governor. WIOA Section 106.

- h. **Local Workforce Development Board**: The board created by the chief elected officials with responsibility for the development of the local plan and for oversight of the workforce development activities in the Local Workforce Development Area. WIOA Section 107.
- i. Local Workforce Development System: The all-encompassing system within a local area that contributes to preparing workers for jobs, including all WIOA programs, secondary and post- secondary education (both public and private), community-based organizations, non-profits, faith-based organizations, and all of the parties to this Memorandum of Understanding.
- j. One-Stop Center (also known as Minnesota WorkForce Center or its rebranded name CareerForce, or American Job Center): A physical location that provides a full range of services to job seekers and employers under one roof.
- k. **One-Stop Delivery System:** The One-Stop Delivery System is a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other programs to make the variety of services available under those programs more accessible to job seekers and employers.
- One-Stop Operator: An entity designated or certified under WIOA section 121(d) designated by the Chief Elected Officials to coordinate and administer WIOA activities and services within a local area, on the WDB's behalf, and in accordance with all applicable federal, state, and local rules, policies, plans, and the terms of this MOU.
- m. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the One-Stop delivery system and to make services under its program or activity available through the One- Stop System.
- n. **Training Services**: Services that include, but are not limited to occupational skills training, on- the-job training programs that combine workplace training with related instructions, private- sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- o. WIOA: The Workforce Innovation and Opportunity Act of 2014 which outlines the structure of a national workforce preparation and employment system designed to meet the needs of both employers and individuals
- 3. Local Workforce Development System Description
 - a. Overview and General Description

- i. The WDB is responsible for oversight of the area Workforce Development System and is responsible to prescribe the activities and functions of the local system as well as the guidelines to carry out the responsibilities found in the Local WIOA Plan.
- ii. The Hennepin-Carver Workforce Development System consists of two (2) CareerForce Centers, CareerForce Brooklyn Park, 7225 Northland Dr., Suite 100, Brooklyn Park, MN 55428, and the affiliate, CareerForce Bloomington, 4220 Old Shakopee Road, Suite 200, Bloomington, MN 55437. It is understood that the WDB may rebrand the centers, and the WDB itself may move to a different location.

b. Administrative Structure:

- i. State Workforce Agency:
 MN Dept. of Employment and Economic Development
 332 Minnesota Street, Suite E200
 St. Paul, MN 55101
- ii. Administrative Agency:
 Hennepin-Carver Workforce Development Board
 A-400 Government Center
 300 South Sixth Street,
 Minneapolis, MN 55487
- Fiscal Agent:
 Hennepin County Department of Human Resources
 A-400 Government Center
 300 South Sixth Street
 Minneapolis, MN 55487
- iv. Chief Elected Officials:
 Hennepin County Board of Commissioners
 300 South Sixth Street
 Minneapolis, MN 55487
- v. One-Stop Operator: To Be Determined

4. <u>Term of Agreement</u>:

a. This Memorandum of Understanding shall become effective on July 1, 2018, regardless of date of last required signature, and shall remain in effect through June 30, 2025, unless renewed pursuant to Section 4(b) below or terminated pursuant to Section 4(d) below.

- b. This agreement shall be reviewed at least every three years to ensure appropriate funding and delivery of services. This agreement shall be amended as necessary to ensure full compliance with the requirements of WIOA or in the event of an infrastructure change. This Memorandum of Understanding must be renewed by June 30, 2021, and every three years thereafter, to remain compliant with WIOA §121(c).
- c. In the event that the renewed MOU will not be fully executed and effective on the date of expiration, the parties shall submit a request to DEED for an extension of this MOU until such time that the renewal is fully executed.
- d. Any single partner may request to terminate its participation as a party to this MOU as follows:
 - i. Provide written notice to the WDB at least 90 days prior to the intended date of withdrawal.
 - ii. The WDB will provide written notice within sixty (60) days of the request to all remaining partners.
 - iii. The WDB may amend this MOU once the termination is final.
 - iv. Upon the withdrawal of a mandatory partner, the WDB may secure a replacement partner to meet the requirements of WIOA.
 - v. Any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the Local Workforce Development Area and will not be permitted to serve on the WDB as a One-Stop partner representative.
- e. This MOU shall remain in full force and effect unless:
 - i. A majority of partners mutually agree to terminate this agreement;
 - ii. WIOA or applicable regulations are repealed or amended and the agreement is no longer necessary; or
 - iii. Modifications are made to the local area designations that render this agreement inapplicable.
- f. If a partner to this MOU loses funding or the authority to administer the federal or state program in the Area and, therefore, no longer qualifies as a required partner, the partner must send written notice of the change in status to the WDB as soon as possible, but no later than 15 days following the notice of the change. The WDB must notify DEED. This MOU will be amended. The partner may continue as an Additional Partner if a majority of the WDB and remaining partners agree.

5. <u>Partner Responsibilities</u>:

- a. All parties to this agreement have the following responsibilities unless otherwise specified in this section:
- i. Utilize the appropriate CareerForce Center to provide necessary services to all eligible individuals.
- ii. Participate, as may be required, in cost-sharing activities and use a portion of funds or in kind contributions from each partner's program consistent with the federal law that authorizes each program to:
 - A. Create and maintain the Local CareerForce Center; and
 - B. Provide the services required under WIOA §121(e), the One-Stop Delivery System.
- iii. Cooperate in the operation of the CareerForce Center according to the terms of this MOU or as pertinent.
- iv. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- v. Comply with WIOA and all federal, state and local laws, rules and policies applicable to parties in their respective roles under this MOU and consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify the WDB of any changes to the rules governing its program that impact that partner's responsibilities under this MOU.
- vi. Ensure compliance with the One-Stop Center policies and procedures that are to be published on DEED's website. In the event DEED does not publish One-Stop Center policies and procedures, the terms and conditions of the local partnership agreement will be followed.
- vii. Remain a party to the MOU through the agreement period.
- 6. <u>Programs, Services and Activities</u>: Under the approved Local Area Plan, the Hennepin Carver WDB has identified strategies and methods to ensure that the needs of workers, youth, and individuals with barriers to employment including individuals with disabilities and individuals facing gender inequities are addressed.

a. Pursuant to §121 of WIOA the following services and related activities will be provided through the WDC.

Partner Name	Program Name	Services Provided	Service Delivery
	1 ogrum i tume	Services 1 Tovided	Method
Hennepin County Workforce Services	WIOA Adult and Dislocated Worker	Employment and training services to help unemployed and underemployed workers gain successful employment within sectors that are deemed indemand. Tailored services address an individual's specific needs – services include vocational counseling, assessment of skills and interests, financial assistance for classroom training, support services, assistance learning up-to-	
Hennepin County Workforce Services	State Dislocated Worker	assistance learning up-to- date job search methods, workshops to assist with job search, resume writing and interviewing assistance and community referrals. Employment and training services to help unemployed and underemployed workers	On-site at CareerForce Brooklyn Park, as well as locations within suburban Hennepin
		gain successful employment within sectors that are deemed in- demand. Tailored services address an individual's specific needs – services include vocational counseling, assessment of skills and interests, financial assistance for classroom training, support services, assistance learning up-to- date job search methods,	County

		workshops to assist with job search, resume writing and interviewing assistance and community referrals.	
Hennepin County Workforce Services	WIOA Youth	Employment and training services for youth and young adults ages 14 – 24, Individualized services such as work experience, career exploration, and financial coaching and job placement.	Carver County: Provides services at 602 East 4 th Street Chaska MN 55318 TreeTrust: Provides services at 2231 Edgewood Avenue South St. Louis Park, MN 55426
Hennepin County Workforce Services	Minnesota Youth Program	Employment and training services for youth and young adults ages 14 – 24, Individualized services such as work experience, career exploration, and financial coaching and job placement.	BrookLynk: Provides Services at 5200 85 th Avenue North Brooklyn Park, MN 55443 Carver County: Provides services at 602 East 4 th Street Chaska MN 55318
			TreeTrust: Provides services at 2231 Edgewood Avenue South St. Louis Park, MN 55426
Hennepin County Human Service and Public Health	Social Security Act – part A of the Title IV Programs (TANF)	Intensive employment and training services with a work-focus.	On-site at CareerForce Brooklyn Park and at various locations within suburban Hennepin County
CARVER COUNTY	Social Security Act – part A of the Title IV Programs (TANF)	Intensive employment and training services with a work-focus.	Provides services at 602 East 4 th Street Chaska MN 55318

Osseo Area Schools Department of	WIOA Title II – Adult Education and Literacy Job Service and Re-	Educational opportunities for adults to acquire and improve their literacy skills – includes ESL classes, GED / Adult Diploma credentials, and basic reading, writing, math and communication enhancement. Assist individuals in	Provides services onsite at 7051 Brooklyn Boulevard 200S Brooklyn Center, MN 55429 On-site at CareerForce
Employment and Economic Development Wagner Peyser	employment Services	career exploration, job search, resume writing, interviewing skills, and referrals for services.	Brooklyn Park and Bloomington locations
Department of Employment and Economic Development Rehabilitation Services State Services for the Blind	Supported employment services	Services to assist individuals with disabilities prepare for, secure and maintain employment. Assistance with training, employment preparation, and workplace accommodations. Provides counseling, training, employment skill enhancements, independent living services, extended employment/long-term job supports and employment supports.	On-site at CareerForce Brooklyn Park and Bloomington locations
Department of Employment and Economic Development	Veterans Services	Priority services are provided to current and former military members.	On-site at CareerForce Brooklyn Park and Bloomington locations
Department of Employment and Economic Development	Unemployment Insurance	Benefits provide temporary, partial wage replacement to workers whose hours have been greatly reduced, or who are unemployed through no fault of their own.	On-site at CareerForce Brooklyn Park and Bloomington locations
MN Department of Employment	Trade Act Title II. Chapter 2 – Trade	Training services, job search services, relocation allowances and	On-site at CareerForce Bloomington and

& Economic	Adjustment Assistance	reemployment services.	Brooklyn Park
Development	(TAA)	Program for workers who	locations
	n arm a mile of this	lose their jobs or hours as	presen,
		a result of increased	1 11 11
		foreign trade activity.	
North Hennepin	Carl D. Perkins Career	Provide relevant education	Provides services on-
Community	and Technical	by preparing students for	site at 7411 85th
College	Education	the high tech, high skill	Avenue North,
	for the state of the	workplace.	Brooklyn Park, MN
		e foreste uitte in t	55445
SCSEP	Older Americans Act	Employment and training	NA – does not provide
	Title V – Senior	services for residents age	services in local area
	Community Service	55 and older. Provides	
	Employment Program	part-time employment	
		opportunities at	
	. 740	community service	
	2	worksites.	

b. Pursuant to \$121(b)(2)(8) of WIOA the following partners may be included as additional programs provided through the WDC.

Partner Name	Program Name	Services Provided	Service Delivery Method
NA			

7. <u>Method of Referral</u>:

a. The parties agree that the referral of clients between the One-Stop partners for the services and activities described in Paragraph 6 will be performed using the methods and agency specific referral forms to include any Release of Information documents.

8. Funding and Resource Sharing:

- a. One-Stop Center Infrastructure costs (applicable only to those highlighted on page 2): The infrastructure and/or cost allocation plan documents will be attached to this MOU once finalized with DEED partners. These documents outline shared costs with required core partners.
 - i. Each party's proportionate fair share of the one stop center costs.
 - ii. Each party's fair share of costs across the cost categories.

iii. The following methods will be utilized by each party to fund its fair share of costs, to include: cash contributions, contributions of staff time, equipment and/or other resources or in-kind contributions from a third party.

b. Changes to Cost Sharing:

- i. All parties agree that the initial costs outlined above are subject to change as actual costs are incurred and paid during the term of this MOU. A review of costs for purposes of calculating changes to cost sharing shall take place every three years.
- ii. The parties agree to execute an amendment to this MOU to reflect any changes to cost sharing.
- iii. When cost sharing is to be modified, the WDB will provide all parties with notice of modification and the amendment to the MOU will be executed by all partners.

9. <u>Amendments</u>:

- a. Any material change to this MOU requires a written amendment.
- b. This MOU may be amended upon the agreement of a majority of the parties if it is consistent with federal, state, and local laws.
- c. All amendments to this MOU must be signed by the authorized representatives of the WDB, the Chief Elected Officials and the partners unless the amendment is specific to one partner and not the whole agreement.
- d. If an amendment is requested by a partner relating specifically to that partner's duties and it will not impact the other partners, that partner may request an amendment.
 - i. The partner asking for the amendment must submit the request in writing to the WDB which outlines the proposed amendment, the reason for the amendment and the effective date.
 - ii. The WDB will notify all remaining partners of the proposed amendment and provide those partners 15 days to comment on the proposed amendment. Failure by a partner to respond within the 15 days shall be deemed to be an approval of the proposed changes.
 - iii. Any questions or comments raised about the proposed amendment will be reviewed by the WDB. The WDB will submit a response within 30 days of the comment.

- iv. If the amendment is approved, the amendment will be signed by the authorized representative of the affected partners and then signed by the WDB.
- v. The fully executed Amendment will be disclosed to all remaining partners.

10. Confidentiality and Data Privacy:

- a. Each partner and all other parties agree to abide by all applicable federal, state and local laws regarding confidential information. All WDB members have executed the Conflict of Interest Disclosure.
- b. For purposes of this MOU, each partner is determined to be part of the Welfare System as defined in Minnesota Statutes §13.46 and as such, the parties are subject to the rules and requirements of the Minnesota Data Practices Act, including but not limited to Minn. Stat. §13.05, subd. 11.
- c. Each party will ensure that the collection and use of any information, systems or records that contain personal identifying data will be limited to purposes that support the programs and activities as described in this Memorandum of Understanding.

11. <u>Dispute Resolution</u>

a. The parties agree to work together to resolve all disputes. In the event the dispute is not able to be resolved at the local level, the WDB will report the issue to the Governor's Workforce Development Board which shall assist in resolution of the issues

12. Limitation of Liability:

a. To the extent Permitted by law, each party is responsible for any liability that directly relates to its own acts or omissions or the acts or omissions of its employees. In no event, will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

12. General Provisions:

a. The laws and regulations listed in this section are generally applicable to most publicly funded programs administered by the WDB. The laws and regulations herein do not encompass all the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern a specific program state otherwise:

- Jobs for Veterans Act. Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- ii. Americans with Disabilities. Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- iii. Drug-Free Workplace. Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and sub-recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- iv. Ethics Laws. Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Minnesota's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with Minnesota Ethics laws.

13. Partial Invalidity:

a. This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected so long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

14. Authorized Signatures:

This agreement may be executed in one, or more than one counterpart. Each executed counterpart will be considered an original, all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date(s) indicated below.

Hennepin – Carver Workforce Development Board	
GersicaBarhans	1.14.19
Jossica Bachaus, Chair	Date
Hennepin County Workforce Services	
thirt Ph	3-11-19
Michael Rossman, Chief Human Resource Officer	Date
Carver County	
Ywer Jansen	1-14-19
Gwen Jansen, Income Support Manager	Date
Hennepin County Human Services & Public Health Depar	tment
Doborah Lastus	3/6/2019
Deborah Huskins, Eligibility and Child Support Director	Date
Osseo Area Schools – Adult Basic Education	
Emily Watts	14 JANUARY 2019
Emily Watts, Manager	Date

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Thurs F. Purell
Date: 3-21-19

ATTEST: fam Skeller
Deputy/Clerk of County Board

Date: 5-13-19

By: Assistant/Deputy/County Administrator
Department Director of

Date: Date: 5-13-19