Appendix A Memoranda of Understanding

Memorandum of Understanding Between Brazos Valley Workforce Solutions Board And Brazos Valley Council of Governments Brazos Valley Aging and Disability Resource Center

This Memorandum of Understanding is a non-financial agreement between Brazos Valley Workforce Solutions Board (WSBVB), Brazos Valley Council of Governments and the Brazos Valley Aging and Disability Resource Center (BVCOG/BVADRC).

I. PERIOD OF AGREEMENT

This agreement is effective March 1, 2021 and will remain in effect until February 28, 2024.

II. PURPOSE OF AGREEMENT

The purpose of this agreement is for BVCOG/BVADRC and Brazos Valley Workforce Solutions Board to cooperate and mutually support each other to the extent necessary to insure that all senior citizens and persons with disabilities across the Brazos Valley Region have access to services.

This agreement will facilitate the provision of efficient, timely, non-duplicative information and referral services for individuals within the Brazos Valley region. Additionally, this agreement establishes guidelines for any exchange of programmatic information between Brazos Valley Workforce Solutions Board and BVCOG/BVADRC.

III. DUTIES AND RESPONSIBILITIES

Brazos Valley Workforce Solutions Board agrees to:

- Provide planning and evaluation of Workforce programs and activities,
- Facilitate the coordination of efforts between WSBVB and other organizations which make up the Workforce system so as to make a wide range of services available, maximize the use of existing resources and provide an efficient system for delivering Workforce program services,
- Provide outreach within the community,
- Ensure that the Workforce Center Operator provides the following:
 - Communicates to Workforce Center staff the conditions of this MOU,
 - Defines roles and responsibilities of Workforce Center staff, ensuring they comply with the MOU conditions,
 - Ensures compliance with the conditions of this MOU,
 - Provides training and/or technical assistance.

Brazos Valley Council of Governments/Brazos Valley Aging and Disability Resource Center agrees to:

- Serve as the comprehensive senior and disabled population Information and Referral for the Brazos Valley,
- Work closely and collaboratively with Brazos Valley Workforce Solutions Board to ensure high standards of service,
- Answer questions about the status of referrals from Brazos Valley Workforce Solutions Board to BVADRC,

- Answer questions and provide technical assistance about BVADRC services and eligibility requirements of services,
- Provide referrals to Brazos Valley Workforce Solutions Board for customers needing additional services, and
- Facilitate cross training opportunities to partner staff on the needs and resource available to the senior and disabled population.

IV. ALL PARTIES SHALL:

- Participate in joint planning, as appropriate.
- Exchange information and coordinate activities and programs for a more streamlined and efficient workforce development system.
- Provide cross training between the staff of the parties regarding policies and procedures, as requested.
- Identify opportunities for collaboration, coordination, and elimination of barriers to effective service delivery.
- Deliver and implement an efficient and effective referral system between the Parties and any contractors or operators of one-stop centers.
- Promote the development of additional linkages with other appropriate partners.
- Maintain the confidentiality of consumer information and use consumer data only in the administration of the Parties' programs.
- All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

V. ALLOCATION OF COSTS

The participants in this project assume full responsibility for their respective costs associated with the performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

VI. SUBCONTRACTS

All subcontracts or other agreements entered into by the parties hereto fulfill the purpose of this Agreement must require subcontractors or other parties to fulfill the respective party's requirements described in Section V of this Agreement. A copy of any such subcontracts or agreements entered into by a party shall be provided to the other party in this agreement.

VII. CONTACT PERSONS

Under this agreement, the following are designated as Brazos Valley Workforce Solutions Board contact persons:

Mr. George Roraback	Ms. Barbara Clemmons
Brazos Valley Council of Governments	Brazos Valley Workforce Solutions Board
Aging and Disability Resource	P.O. Drawer 4128
Center	Bryan, TX 77805-4128
P.O. Drawer 4128	(979) 595-2800
Bryan, TX 77805-4128	(979) 595-2810 FAX
(979) 595-2800	
(979) 595-2810 FAX	

VIII. CONFIDENTIALITY

Both parties shall secure the confidentiality of appropriate records and agree and acknowledge that all information provided to them by the other party is confidential, by law and will only be used for the purposes set forth in this agreement.

IX. AMENDMENTS AND REVISIONS

Revisions that are not financial in nature shall be made by revising the applicable section in this agreement, and the revisions shall be acknowledged and accepted by both parties in an exchange of letters between the designated liaisons.

X. SIGNATORY

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

ADRC Signature: Typed Name: George Roraback

Title: Program Manager Aging and Disability Resource Center

Date:

WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD

5 Signature:

Typed Name: Tom Wilkinson Title: Executive Director

2.22.2021 Date:

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Memorandum of Understanding between Workforce Solutions Brazos Valley Board and Area Agency on Aging

This Memorandum of Understanding (Agreement) sets forth the terms of the agreement for cooperation and consulting regarding implementation of services between the Workforce Solutions Brazos Valley Board (WSBV) and the Area Agency on Aging (AAA) with regard to providing services to the senior population aged 60 and over.

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship with regard to the workforce development system in the Brazos Valley Workforce Development Area.

II. Duration of the Agreement

This Agreement is effective March 1, 2021 through February 28, 2024.

III. Program Description

The one-stop delivery system program of services created under the terms of this agreement shall be available to individuals needing employment and training services. At a minimum, to anyone 60 years of age and over, services will include all applicable Workforce Program services, as well as intensive services and training to obtain or retain employment that allows for self-sufficiency.

IV. General Provisions

The parties understand that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

V. Responsibilities of the Parties Under this Agreement

The parties agree that their responsibilities under this agreement should be as follows:

- AAA, Area Agency on Aging shall:
- Coordinate with the Board by providing information about eligibility for AAA Services programs for persons who are 60 years of age and older.
- Provide an assessment for persons referred by a one-stop center to determine eligibility for services provided by AAA.
- Deliver services to eligible persons 60 years or older, consistent with the rules governing the delivery of services. Such services may include diagnostic and related services; guidance and counseling; physical or mental restoration; vocational adjustment; adaptive or accommodative skills training, vocational training, and related services; employment assistance; and postemployment services.
- Provide sensitivity and awareness of aging to staff of the one-stop centers.
- Provide information concerning AAA programs and services to the one-stop centers.

The Board Shall:

- Include AAA programs and services in the list of consumer services at the onestop centers.
- Coordinate with AAA by providing information on the full range of employment services available to persons who are age 60 and over at the one-stop centers.
- Assist in the employment of people who are age 60 and over by the timely sharing of information with AAA regarding labor market information.
- Provide core, intensive, and training services as defined in the Workforce Innovation and Opportunity Act to eligible persons.
- Arrange for sensitivity and awareness training for customers age 60 and over for the staff of the Board and the staff of the operators of one-stop centers.

All Parties Shall:

- Participate in joint planning, as appropriate.
- Exchange information and coordinate activities and programs for a more streamlined and efficient workforce development system.
- Provide cross training between the staff of the parties regarding policies and procedures, as requested.
- Identify opportunities for collaboration, coordination, and elimination of barriers to effective service delivery.
- Deliver and implement an efficient and effective referral system between the Parties and any contractors or operators of one-stop centers.
- Promote the development of additional linkages with other appropriate partners.
- Maintain the confidentiality of consumer information and use consumer data only in the administration of the Parties' programs.

All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

VI. Allocation of Costs

The participants in this project assume full responsibility for their respective costs associated with the performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

VII. Subcontracts

All subcontracts or other agreements entered into by the parties hereto fulfill the purpose of this Agreement must require subcontractors or other parties to fulfill the respective party's requirements described in Section V of this Agreement. A copy of any such subcontracts or agreements entered into by a party shall be provided to the other party in this agreement.

VIII. Amendment or Cancellation of Agreement

This agreement may be amended at any time in writing by mutual consent of the parties. The Agreement may be canceled by a party upon thirty (30) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement). If cancellation is for cause, the Agreement may be cancelled upon delivery of written notice to the other party.

IX. Signatures

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Signatory:

Stacy Urbanczyk, Program Manager Area Agency on Aging Brazos Valley Council of Government

_-Tom Wilkinson, Executive Director

Workforce Solutions Brazos Valley Board

2-22.303 Date

2.22.2021 Date

MEMORANDUM OF UNDERSTANDING Between Blinn College And the Workforce Solutions Brazos Valley Board

This Memorandum of Understanding is between Blinn College and the Workforce Solutions Brazos Valley Board (WSBVB) and outlines the responsibilities and commitment of each organization to serve the residents of the Brazos Valley during the term of this agreement.

I. Purpose of the Memorandum of Understanding

The Purpose of this agreement is the coordination of core services provided to residents of the Brazos Valley in accordance with the Workforce Innovation Opportunity Act and state legislation. The agreement will facilitate the provision of effective, efficient and quality services for participants in workforce development activities, and establishes guidelines for the coordination of assessment, education, and training and employment services within the Brazos Valley Region. Additionally, this agreement establishes guidelines for the exchange of client information pertinent to accessing resources or establishing eligibility.

II. Duration of Agreement

This agreement becomes effective on March 1, 2021 and will remain in effect until February 28, 2024 or until revoked in writing by either party, with thirty (30) days written notice.

III. Duties and Responsibilities

All parties agree to carry out the following responsibilities:

- a) Coordination of employment, training and supportive services to Brazos Valley residents to enhance the delivery and cost effectiveness of workforce and Adult Education and Literacy Program Services to the program participants and their employers.
- b) Sharing the responsibility for client outreach, recruitment, eligibility determination and assessment testing throughout the region's network of Workforce Solutions Brazos Valley Centers and Adult Education and Literacy sites. Blinn College will promote the utilization of Workforce services to its student body when appropriate.
- c) WSBVB and Blinn will share information regarding the availability of services as well as education and training services, employment opportunities, the availability of supportive services and will accept eligible applicants into each other's programs for the provision of appropriate services.

d) WSBVB and Blinn College will each refer applicants or co-enroll participants if applicants qualify. Staff may coordinate services to allow the best possible service delivery to the applicant.

IV. Infrastructure Costs

Blinn College will coordinate with WSBVB in providing services to all recipients of workforce development and Adult Education and Literacy services within the Brazos Valley region. Blinn College does not share space at the Workforce Centers. Blinn College does provide, at no cost, space for Adult Education and Literacy students transitioning into Blinn College. The participants in this project assume full responsibility for their respective costs associated with the performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

V. Confidentiality

Both parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in this agreement.

VI. Amendments and Revisions

Revisions that are not financial in nature shall be made by revising the applicable contract attachments and the revisions acknowledged and accepted by both parties in an exchange of letters between the designated liaisons.

VII. Approval

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an officer or as a representative of WSBVB or Blinn College.

VIII. General Provision

All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care,

service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

IX, Amendment or Cancellation of Agreement

This agreement may be amended at any time in writing by mutual consent of the parties. The Agreement may be canceled by a party upon thirty (30) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement). If cancellation is for cause, the Agreement may be cancelled upon delivery of written notice to the other party.

X. Contact Persons

Under this agreement, the following are designated contact persons:

Blinn College

Workforce Solutions Brazos Valley Board

Karla.Flanagan@blinn.edu 979-209-7445

Karla Flanagan

Vonda Morrison vmorrison@bvcog.org 979-595-2801, ext. 2138

XI. Signatory

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved. It is the Parties' intent that without regard to the date upon which final signatures of the parties are obtained, this agreement becomes effective on March 1, 2021.

and a straight from

Signed:

Tom Wilkinson, Executive Director

Workforce Solutions Brazos Valley Board

Mary Hensley, Ed.D, Chancellor

Mary Hensley, Ed.D, Chancellor Blinn College District

2.22-2021 Date

2/24/2021

Date

Memorandum of Understanding between Workforce Solutions Brazos Valley Board/Brazos Valley Council of Governments and Brazos Valley Affordable Housing Corporation, Inc.

This Agreement is between the Workforce Solutions Brazos Valley Board (WSBVB)/Brazos Valley Council of Governments (BVCOG) and the Brazos Valley Affordable Housing Corporation (BVAHC) to provide financial counseling to Workforce Solutions Brazos Valley customers.

I. PERIOD OF AGREEMENT

This agreement becomes effective March 1, 2021 and will remain in effect until February 29, 2024 or until revoked in writing by either party with thirty (30) days notice to the other.

II. PURPOSE OF AGREEMENT

The purpose of this agreement is to support the Brazos Valley Affordable Housing Corporation, Inc. Financial Fitness Center in their provision of financial literacy guidance to Workforce Solutions Brazos Valley (WSBV) customers.

Points of Contact:

Workforce Solutions Brazos ValleyBVAHC, Inc.Barbara Clemmons979-595-2801 ext. 2061Paul Turney979-595-2801 ext.2230

III. DUTIES AND RESPONSIBILITIES

Brazos Valley AHC, Inc. agrees to the following:

- Provide financial literacy workshops in the Brazos Valley Region.
- The workshops are to include, but not be limited to:
 - Budgeting/Cash Flow Analysis
 - Types of bank accounts available to consumers and benefits of maintaining a bank account
 - Balancing a checkbook
 - Types of loans available to consumers and how to become and remain a low risk (low interest rate) borrower
 - Understanding interest and managing and/or eliminating credit card debt
 - Bankruptcy and recovery
 - Understanding how benefits like insurance and retirement accounts increase net earnings
 - Cost of post-secondary education, college/occupational training in association to what the associated career is likely to pay
- The Financial Fitness Center will also offer one-on-one financial counseling to the public on a sliding scale fee for personal financial guidance. Intensive counseling for Workforce Center customers will be limited to 6 hours per customer in WSBV or BVAHC offices and will include the following:
 - Review personal financial situations inclusive of reviewing bank accounts and loan records

- Conduct initial "soft pulls" of credit reports and assist customers in responding to negative and/or erroneous information on their credit report
- Conduct subsequent "soft pull" reports after corrective actions to review with customers
- Refer customers to other service providers as may be appropriate or beneficial to the client
- Assist with determining appropriate course(s) of action to alleviate or lessen financial burden
- Maintain customer records to track days and hours customers have been given individual counseling
- BVAHC will maintain sign-in sheets and referral documentation
- BVAHC will do Community Outreach

Workforce Solutions Brazos Valley agrees to the following:

- Refer workforce center customers to BVAHC for one-on-one financial counseling, as needed.
- Include BVAHC financial fitness information to workforce center customers in the rural workforce centers in the region.

IV. Allocation of Costs

The participants in this agreement assume full responsibility for their respective costs associated with the performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

V. Subcontracts

All subcontracts or other agreements entered into by the parties to fulfill the purpose of this Agreement must require subcontractors or other parties to fulfill the respective party's requirements described in the Allocation of Costs section. A copy of any such subcontract(s) or agreement(s) entered into by a party shall be provided to the other party in this agreement.

VI. CONFIDENTIALITY

Both parties shall secure the confidentiality of appropriate records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in this agreement.

VII. General Provisions

It is understood by the parties hereto that each should be able to fulfill its responsibilities under this agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict. All parties will assure confidentiality of program customer information and records according to applicable state and federal law, rules and regulations.

All parties to this agreement are responsible for complying with applicable governing legislation including: portions of the public welfare programs under the Social Security Act (42 U.S.C. 301 et seq), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (7U.S.C. 201.1, et seq), and Texas Family Code 231.006; the Trade Adjustment Assistance, Defense Authorization Act of 1991; Defense Conversion, Reinvestment, and Transition Act of 1992; Choices; Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T); Interim Final Rule, and.42 U.S.C. 642 and HB 1863; and Texas Workforce Commission (TWC) rules and regulations.

All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

VIII. INFRASTRUCTURE COST

BVAHC and WSBV shared cost are allocated based upon proportional use and billed independently by Brazos Valley Council of Government, the fiscal and administrative agent for both.

IX. AMENDMENTS AND REVISIONS

The Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be cancelled by either party upon 30 days written notice to the other party, unless the cancellation is for cause-i.e., a material and significant breach of any provisions of this Agreement-in which case it may be cancelled upon delivery of written notice to the other party.

This agreement is effective on the date of execution and will remain in effect until either party cancels the agreement or February 29, 2024. The parties to this agreement reserve the right to modify the scope, direction, structure and content of this agreement based upon legislative changes, Texas Workforce Commission directives and availability of funding or other circumstances as warranted and agreed upon by both parties.

X. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or representative of WSBVB and BVAHC.

WORKFORCE SOLUTIONS ~BRAZOS VALLEY BOARD:

Tom Wilkinson, Executive Director

-202 Date

BRAZOS VALLEY AFFORDABLE HOUSING CORFORATION, INC.:

Paul Turney, Brazos Valley Affordable Housing Corporation Date 2/25/24

MEMORANDUM OF UNDERSTANDING Between Workforce Solutions Brazos Valley Board, MHMRA of Brazos Valley and Brazos Valley Council on Alcohol and Substance Abuse

I. Purpose of the Memorandum of Understanding

To help provide employment services to customers with mental health and substance abuse issues, the Workforce Solutions Brazos, MHMRA of Brazos Valley and Brazos Valley Council on Alcohol & Substance Abuse enter into this Memorandum of Understanding (Agreement).

Texas Workforce Commission Choices rule 811.4(c) (3) specifies that Boards must enter into Agreements with the Texas Department of State Health Services (DSHS) to provide mental health and substance abuse services to Choices participants. DSHS contracts with local community mental health and substance abuse treatment providers. This Agreement sets forth a mutual understanding of how to assist all Workforce participants with mental health and substance abuse issues in receiving services from community mental health or substance abuse treatment providers.

Helping individuals with mental health and substance abuse issues does not end with identification, but continues through referral to, and monitoring during treatment. Once issues are identified, referral to treatment and the provision of support services can assist Choices and other Workforce participants' progress toward self-sufficiency, improved social functioning and positive employment outcomes.

The purpose of this Agreement is to describe the responsibilities of the principal parties as they relate to the following:

- 1. Coordinating the roles and responsibilities of Board staff, Brazos Valley Workforce Center staff and public, private or state-funded mental health and substance abuse facility staff in the provision of identified services for Choices and other Workforce participants;
- 2. Improving job readiness activities and employment outcomes for Choices and other
- 3. Developing a referral process for treatment services, in accordance with 40 TAC §811.11(i); Workforce participants, including employment counseling and support services pursuant to DSHS Substance Abuse Rules at 25 TAC §447.303 and §447.604(11);
- 4. Ensuring that mental health or substance abuse services meet the needs of Choices and other Workforce participants.

II. Duration of Agreement

The Agreement will commence March 1, 2021 and shall be terminated on February 28, 2024, remaining in full force and effect until then, unless the Agreement is canceled by the principal parties in accordance with the terms set forth in Article V herein.

III. Responsibilities of the Principal Parties under the Agreement

MHMRA of Brazos Valley, Brazos Valley Council on Alcohol & Substance Abuse and Workforce Solutions Brazos Valley Board shall implement the following actions to address mental health and substance abuse challenges that face Choices and other Workforce participants.

A. All parties agree to the following:

- 1. Secure the confidentiality of all records and other customer information in accordance with state and federal law.
- 2. Share program and case information to ensure efficient and quality customer services with clients' written consent.
- 3. Identify cross-training opportunities with mental health and substance abuse treatment providers, Board staff, Board contractors and other community partners to promote the understanding of policies, procedures and automation systems impacting the services provided by each partner.
- 4. Identify to the extent that resources are available, opportunities at the local level to provide uniform substance abuse outreach referrals and coordinated case management.
- 5. Identify to the extent resources are available, opportunities at the local level to have mental health coordinated case management.
- 6. Identify roles and responsibilities to ensure the provision of coordinated case management and follow-up services.
- 7. Coordinate referral activities between treatment providers and Workforce Solutions Brazos Valley Center staff with clients' written consent.
- 8. Prevent duplication of effort and leverage resources through appropriate assignment of services.
- 9. Appoint staff liaisons to establish procedures for the identification and resolution of substance abuse or mental health issues. If treatment is recommended, then the organization recommending it will coordinate with a liaison from the local Texas Health and Human Services Commission office regarding Choices benefits eligibility, with clients' written consent.
- 10. Utilize the DSHS-approved standardized referral, screening and assessment consent forms to facilitate service coordination and exchange of information between Workforce Solutions Brazos Valley and the provider. The standardized forms must include a statement from the provider to certify if treatment is necessary to assist Choices participants with seeking, obtaining or retaining employment. All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. All parties may take the following actions:

- 1. Coordinate existing collaborations or partnerships to ensure that other needs are being met for Choices participants (e.g., with community and faith based organizations, mentoring organizations, housing authorities, etc.)
- 2. Identify opportunities to collocate treatment provider staff within Center for Regional Services as treatment provider funding and cost allocation rules allows.
- 3. Conduct joint service mapping to coordinate services including case management, childcare and transportation, maximize length of support and prevent duplication of efforts.
- 4. Leverage existing housing partnerships.

C. Brazos Valley Council on Alcohol & Substance Abuse recommended actions:

- 1. Periodically provide an updated list of prevention and treatment services with primary contact information including operating hours, service descriptions, address, phone, fax, and web sites.
- 2. Provide substance abuse awareness classes or training to Boards and Texas Workforce Center staff to identify possible substance abuse treatment needs.

D. MHMRA of Brazos Valley recommended actions:

- 1. Periodically provide an updated list of prevention and treatment services, with primary contact information including operating hours, service descriptions, address, phone, fax and web sites.
- 2. Provide mental health awareness classes or training to Boards and Texas Workforce Center staff to identify possible mental health treatment needs. The MHMR Authority will serve those persons that fall within the definition of target/priority population as outlined in the Texas Department of State Health Services Performance Contract for Local Mental Health Authorities.

E. Workforce Solutions Brazos Valley Board recommended actions:

- 1. Provide employment, training and support services for Choices and other workforce participants receiving mental health or substance abuse treatment services.
- 2. Orient Workforce Solutions Brazos Valley subcontractor to the conditions of the agreement for compliance.

IV. General Provisions

The parties understand that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations governing the party's activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their cost and performance under the terms of this Agreement.

If at any time any party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other parties to establish a date for resolution of the matter.

V. Amendment or Cancellation of the Agreement

The Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be cancelled by either party upon 30 days written notice to the other parties, unless the cancellation is for cause-i.e., a material and significant breach of any provisions of this Agreement-in which case it may be cancelled upon delivery of written notice to the other parties.

SIGNATORY AUTHORITY:

The undersigned parties bind themselves to faithful performance of this Agreement.

Workforce Solutions Brazos Valley

Tom Wilkinson, Excentive Director 2:2021 Date: <u>2-2</u>

BV Council on Alcohol & Substance Abuse

Crystal Crowell, Executive Director

4

Date: 2-24-21

MHMRA of Brazos Valley Bud William "Bill" Kelly, Executive Director

Date: 2-25-2021

NON-FINANCIAL MEMORANDUM OF UNDERSTANDING BETWEEN Workforce Solutions Brazos Valley Board AND THE Section 8 Choices Housing Voucher Program

This Memorandum of Understanding (MOU) states the terms of agreement for cooperation and consultation concerning referral services among the agencies listed above:

I. Purpose of Memorandum of Understanding

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the Workforce Solutions-Brazos Valley Workforce Board (WSBVB) and the Choices Housing Voucher Program to establish guidelines for a coordinated interagency case management plan for certain recipients of financial assistance.

II. Duration of Agreement

The MOU will commence October 1, 2020 and shall remain in effect until September 30, 2023, remaining in full force and effect unless either party in accordance with the terms set forth herein cancels the MOU with a 30 day cancellation notice.

III. General Provisions

It is understood by the agencies that each should be able to fulfill their responsibilities under this agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any provisions or operating procedures. If at any time either agency is unable to perform the functions under this agreement consistent with such agency's statutory and regulatory mandates, the affected agency shall immediately provide written notice to all involved agencies to establish a date for mutual resolution of the conflict.

IV. Responsibilities of the Agencies under Agreement

Housing and the Workforce Solutions-Brazos Valley Board mutually agree to cooperate as outlined to carry out the objectives of this Memorandum of Understanding. In consideration of the mutual aims and desires of the agencies to this agreement and in recognition of the public benefit to be derived from effective interaction, the agencies agree that their respective duties and responsibilities under this agreement shall be as follows:

V. Actions by Both Agencies:

- 1. Facilitate communication between Housing and the Board and their contractors in order to: (1) provide consistent messages to program participants regarding the importance of finding employment and (2) support the goal of long-term self-sufficiency.
- 2. Promote sharing of information between the Brazos Valley area Housing staff and the Workforce Solutions-Brazos Valley Board's subcontractors in a timely manner in order to better identify and mitigate barriers to finding and retaining employment.
- 3. Identify training for local Housing staff, contractors of the Board and other community partners to support coordinated case management in the Brazos Valley area.
- 4. Identify, to the extent resources are available and in cooperation with the Board, opportunities for the implementation and maintenance of a coordinated case management model in the Brazos Valley area.
- 5. Share client information as requested and adhere to federal and state regulations requiring confidentiality and client information.

Housing Actions:

- 1. Coordinate case management between Workforce Solutions-Brazos Valley Board staff and Housing staff.
- 2. Redefine roles and responsibilities of staff, as appropriate, to support coordinated case management.

BVCOG-GED/HSE Actions:

- BVCOG GED Manager and staff will comply with Adult Education and Literacy (AEL) required annual training to complete 15 hours of professional development. Professional Development hours must be completed on or before June 30th of the AEL contract year. AEL contracts begin July 1st – June 30th.
- 2. The Housing Manager or designee will meet with Workforce Solutions Brazos Valley Board staff/Manager, to discuss efforts to engage interested customers for the GED/HSE Program.
- 3. BVCOG GED/HSE staff will coordinate efforts to engage 250 customers for enrollment in GED/AEL classes.

WSBVB Actions:

1. Communicate the conditions of this MOU to Workforce Solutions-Brazos Valley Workforce Center.

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- 2. Define roles and responsibilities of contractors in ensuring Board contracted service providers comply with the conditions therein.
- 3. Oversee the process at the local level for monitoring compliance with the conditions of the MOU.
- 4. The Workforce Solutions–Brazos Valley Board will ensure that the Workforce Solutions Center Staff will complete the following actions:
 - a. Formalize processes for communication between Housing, Board and WFC staff to (1) support mutual clients in finding employment and (2) support the goal of long-term independence from public assistance.

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- b. Schedule quarterly meetings with Housing, Board and WFC staff to support coordinated case management.
- c. Redefine roles and responsibilities of local staff, as appropriate, to support coordinated case management.

VI. All Parties Shall:

- Participate in joint planning, as appropriate.
- Exchange information and coordinate activities and programs for a more streamlined and efficient workforce development system.
- Provide cross training between the staff of the parties regarding policies and procedures, as requested.
- Identify opportunities for collaboration, coordination, and elimination of barriers to effective service delivery.
- Deliver and implement an efficient and effective referral system between the Parties and any contractors or operators of one-stop centers.
- Promote the development of additional linkages with other appropriate partners.
- Maintain the confidentiality of consumer information and use consumer data only in the administration of the Parties' programs.
- Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352) and in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of the delivery of services.
- Comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability
- Comply with the requirements of the Americans with Disabilities Act of 1990, PL 101-

336, 101St Congress, 2nd Session, 104 Stat.327 (July 26, 1990).

• Comply with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. §7104(g)).

VII. Allocation of Costs

The participants in this project assume full responsibility for their respective costs associated with the performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

VIII. Subcontracts

All subcontracts or other agreements entered into by the parties hereto fulfill the purpose of this Agreement must require subcontractors or other parties to fulfill the respective party's

requirements described in Section V of this Agreement. A copy of any such subcontracts or agreements entered into by a party shall be provided to the other party in this agreement.

IX. Costs

Housing and WSBVB assume full responsibilities for their respective costs associated with the performance of the terms of this agreement. Neither agency is obligated to pay or reimburse any expense incurred while performing functions described in the MOU will be covered by the respective agency.

X. Amendment or Cancellation of Agreement

The MOU may be amended at any time in writing and by mutual consent of the agencies. Each agency may cancel its participation in the MOU after a sixty-day (60) written notice to the other agency, except where the cancellation is for cause; i.e., a material and significant breach of any of the provisions of this MOU.

XI, Approved:

The undersigned agencies bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall become effective when approved by the signatures of all agencies involved.

WORKFORCE SOLUTIONS -BRAZOS VALLEY BOARD: Tom Wilkinson, Executive Director Workforce Solutions Brazos Valley Board Date

BVCOG:

Michael Parks, Assistant Executive Director

Date

NON-FINANCIAL MEMORANDUM OF UNDERSTANDING BETWEEN PROJECT UNITY AND THE WORKFORCE SOLUTIONS BRAZOS VALLEY BOARD FOR COORDINATED INTERAGENCY CASE MANAGEMENT

This Memorandum of Understanding (MOU) states the terms of agreement for cooperation and consultation concerning referral services among the agencies listed above:

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the Workforce Solutions-Brazos Valley Workforce Board (WSBVB) and Project Unity to establish guidelines for a coordinated interagency case management plan for certain recipients of financial assistance.

II. DURATION OF AGREEMENT

The MOU will become effective March 1, 2021 and will remain in effect until February 28, 2024 upon the signatures of all parties, remaining in full force and effect unless either party in accordance with the terms set forth herein cancels the MOU.

III. GENERAL PROVISIONS

It is understood by the agencies that each should be able to fulfill their responsibilities under this agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any provisions or operating procedures. If at any time either agency is unable to perform the functions under this agreement consistent with such agency's statutory and regulatory mandates, the affected agency shall immediately provide written notice to all involved agencies to establish a date for mutual resolution of the conflict.

IV. RESPONSIBILITIES OF THE AGENCIES UNDER AGREEMENT

Project Unity and the Workforce Solutions-Brazos Valley Board mutually agree to cooperate as outlined to carry out the objectives of this Memorandum of Understanding. In consideration of the mutual aims and desires of the agencies to this agreement and in recognition of the public benefit to be derived from effective interaction, the agencies agree that their respective duties and responsibilities under this agreement shall be as follows:

Actions by Both Agencies:

- 1. Facilitate communication between Project Unity and the Board and their contractors in order to: (1) provide consistent messages to program participants regarding the importance of finding employment and (2) support the goal of long-term self-sufficiency.
- 2. Promote sharing of information between the Brazos Valley area Project Unity staff and the Workforce Solutions-Brazos Valley Board's contractors in a timely manner in order to better identify and mitigate barriers to finding and retaining employment.
- 3. Identify training for local Project Unity staff, contractors of the Board and other community partners to support coordinated case management in the Brazos Valley area.
- 4. Identify, to the extent resources are available and in cooperation with the Board, opportunities for the implementation and maintenance of a coordinated case management model in the Brazos Valley area.
- 5. Share client information as requested and adhere to federal and state regulations requiring confidentiality and client information
- 6. All parties will comply with Titles VI and VII of the Civil Rights Act of 1964 42 U.S.C. §2000d et seq., and 2000e-16, as amended, the Rehabilitation Act of 1973 §§ 503, 504 and 508, 29 U.S.C. §§ 793, 794 and 794d, as amended, the Americans with Disabilities Act, 42 U. S. C. §12101 et seq., as amended and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, all parties agree to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination.

Project Unity Actions:

- 1. Coordinate case management between Workforce Solutions-Brazos Valley Board staff and PROJECT UNITY staff.
- 2. Redefine roles and responsibilities of staff, as appropriate, to support coordinated case management
- 3. Provide Workforce Board staff with monthly reports concerning case management.

WSBVB Actions:

1. Communicate the conditions of this MOU to Workforce Solutions-Brazos Valley Workforce Center.

- 2. Define roles and responsibilities of contractors in ensuring Board contracted service providers comply with the conditions therein.
- 3. Oversee the process at the local level for monitoring compliance with the conditions of the MOU.
- 4. The Workforce Solutions–Brazos Valley Board will ensure that the Workforce Solutions Center Staff will complete the following actions:
 - a. Formalize processes for communication between Project Unity, Board and WFC staff to (1) support mutual clients in finding employment and (2) support the goal of long-term independence from public assistance.
 - b. Schedule quarterly meetings with Project Unity, Board and WFC staff to support coordinated case management.
 - c. Redefine roles and responsibilities of local staff, as appropriate, to support coordinated case management.

V. COSTS

Project Unity and WSBVB assume full responsibilities for their respective costs associated with the performance of the terms of this agreement. Neither agency is obligated to pay or reimburse any expense incurred while performing functions described in the MOU will be covered by the respective agency.

VI. SUBCONTRACTS

All subcontracts or other agreements entered into by the parties hereto fulfill the purpose of this Agreement must require subcontractors or other parties to fulfill the respective party's requirements described in Section V of this Agreement. A copy of any such subcontracts or agreements entered into by a party shall be provided to the other party in this agreement.

VII. CONFIDENTIALITY

Both parties shall secure the confidentiality of appropriate records and agree and acknowledge that all information provided to them by the other party is confidential, by law and will only be used for the purposes set forth in this agreement.

VIII. AMENDMENTS AND REVISIONS

Revisions that are not financial in nature shall be made by revising the applicable section in this agreement, and the revisions shall be acknowledged and accepted by both parties in an exchange of letters between the designated liaisons.

IX. AMENDMENT OR CANCELLATION OF AGREEMENT

The MOU may be amended at any time in writing and by mutual consent of the agencies. Each agency may cancel its participation in the MOU after a sixty-day (60) written notice to the other

agency, except where the cancellation is for cause; i.e., a material and significant breach of any of the provisions of this MOU.

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It is the Parties' intent that without regard to the date upon which final signatures are obtained, this agreement becomes effective on March 1, 2021.

X. CONTACT PERSONS

Under this agreement, the following are designated contact persons:

Workforce Solutions Brazos Valley Board Vonda Morrison 979-595-2801, ext. 2138 3991 East 29th Street, Bryan, Texas Project Unity Jeannie McGuire 979-595-2800, ext. 2900 4001 East 29th Street, Suite 114, Bryan, Texas

XI. APPROVED:

The undersigned agencies bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall become effective when approved by the signatures of all agencies involved.

WORKFORCE SOLUTIONS -BRAZOS

Tom Wilkinson, Executive Director

Date

PROJECT UNITY:

Jeannie McGuire, Executive Director

2021 Date