

**MEMORANDUM OF UNDERSTANDING  
(and Information Sharing Agreement)  
BY AND BETWEEN  
THE DEPARTMENT OF WORKFORCE SERVICES  
AND  
WEBER BASIN AND CLEARFIELD JOB CORPS  
AND  
MANAGEMENT TRAINING CORPORATION OUTREACH ADMISSIONS AND  
CAREER TRANSITION SERVICES  
EFFECTIVE NOVEMBER 1, 2006 TO OCTOBER 31, 2010**

**Purpose of MOU:**

Job Corps is a mandatory One-Stop partner under the Workforce Investment Act; as such this MOU provides a framework for the Department of Workforce Services, hereafter referred to as the Department, Weber Basin and Clearfield Job Corps hereafter referred to as Job Corps and Management Training Corporation Outreach Admissions and Career Transition Services hereafter referred to as MTC, to coordinate recruitment, referrals, services and reporting of outcomes as federally required.

Therefore, Utah's Workforce Investment Board and the Department of Workforce Services (One-Stop Operator) agree to the following provisions with the Weber Basin and Clearfield Job Corps Centers, and MTC agree to the following MOU:

**Legal Authority for Sharing Public Assistance Information (Records):**

Utah Code Annotated Subsection 63-3-206(2) Government Records Access and Management Act (GRAMA) permitting private or controlled records to be provided to another governmental entity if it is necessary to the performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.

**Legal Authority for Sharing Wage Data Records:**

Wagner-Peyser Act, as amended (29 U.S.C. 49 et seq.); Workforce Investment Act of 1998; Utah Code Annotated Subsection 35-A-4-312(5)(h); Unemployment Insurance Program Letter (UIPL) No. 21-99, including Attachments A and B; 20 CFR 603-7 confidentiality protection provisions.

**Data Access**

The Department, Job Corps and MTC, hereby agree to the following regarding the *exchange of information*:

Access to the Department employment exchange data will be at an aggregate level. Job Corps or MTC will not be given detailed information about individual customers. This access will be limited to identified Job Corps and MTC staff.

MTC will provide the Department bi-monthly data downloads of the customer base for match with the Department system.

1. Customer's name
2. Social security number

3. Date of birth
4. Participant start date
5. Participant exit date

The Department will compare the MTC data with the Employment Exchange system, UI Wage, WRIS, and FEDES records, and produce an output record showing the following:

1. Customer's name
2. Social security number
3. Date of birth
4. Customer's last known address, phone number(s) and e-mail address
5. Quarterly wage data by quarter to include the wages earned in that quarter

A second data exchange will occur quarterly to include:

DWS will create an output file containing the following for all WIA youth exiters during the quarter:

1. Customer's name
2. SSN
3. DOB

MTC will compare participants for the following:

1. High school diploma
2. GED
3. Certificates of vocational completion

#### **Disclosure and Confidentiality Requirements:**

1. Each agency and contracted parties delivering Job Corps services shall have sufficient safeguards in place to ensure the disclosed information is used only for the purpose disclosed.
2. Each agency and contracted parties delivering Job Corps services may only request/query information for individuals who are applying for or participating in respective services.
3. Wage record confidentiality: Each agency and contacted parties delivering Job Corps services shall follow the confidentiality protections provisions of 20 CFR 603.7, Attachment C for wage record confidentiality until such time as the Secretary of Labor issues new confidentiality regulations. Thereafter, each agency and contracted parties delivering Job Corps services shall follow the new regulations.
4. Public assistance record confidentiality: Each agency and contracted parties delivering Job Corps services shall follow the confidentiality protection provisions of Utah Code Annotated, Title 63, Government Records Access Management Act for public record confidentiality.
5. Re-disclosure of wage record information is limited to public officials or their agents whose duties fall within the Wagner-Peyser Act, as amended (29 U.S.C. 49 et seq.); Workforce Investment Act of 1998 (WIA), (29 U.S.C.2801 et seq.) P.L. 106-113; and Utah Code, Section 35A-4 312(5)(h), or to private entities on the basis of informed consent of the individual or the employer to whom the information pertains (UIPL 21-99 Attachment B).

6. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
7. Wage record informed consent requirements: a signed release must contain the following: (a) a specific statement indicating that the individual/employer's information will be released, (b) a statement that indicates what the private entity needs the release for, (c) a clear statement informing the individual that the private entity may use information from State governmental files, and (d) a statement indicating all the parties who may receive the information released (UIPL 23-97 Disclosure of Confidential Employment Information to Private Entities, Attachment D).
8. Wage Records – Unlawful access or disclosure penalties: Any person who knowingly and willfully requests or obtains wage records under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it shall be guilty of a misdemeanor and fined not more than \$5,000 under federal law (UIPL 11-89, Attachment III), and/or guilty of a class A misdemeanor with a sentence of imprisonment not exceeding one year and/or fine not to exceed \$2,500 under Utah law (Subsection 76-8-131(4)). Any person whose information was negligently or knowingly disclosed without authorization may bring a civil action for damages or such other relief as may be appropriate against any officer or employee. (UIPL 11-89, Attachment III, Attachment A).
9. Public Assistance Records – Unlawful access or disclosure penalties: Utah Code Annotated, Section 63-2-801 provides criminal penalties as follows: any person with lawful access to such record and who intentionally discloses or provides a copy to any person knowing that the disclosure is prohibited is guilty of a class B misdemeanor. Any person who by false pretenses, bribery, or theft, gains access to or obtains a copy of any such record to which he is not legally entitled is guilty of a class B misdemeanor. The penalty for a class B misdemeanor is imprisonment for a term not to exceed 6 months and/or a fine not to exceed \$1,000.

**Data Transfer:**

The Department will create a batch access procedure for Job Corps and MTC with the necessary information to satisfy exchange and service referral according to this agreement.

MTC will provide the Department the required batch data to satisfy exchange and service referral according to this agreement.

**Reimbursement for Data Sharing and Information Exchange:**

Job Corps and the Department agree to mutually share specific data negotiated within this MOU. This satisfies the DOL regulations requiring reimbursement by the receiving entity for wage record information shared.

## **Data Security**

### **Access to Data:**

The Department, Job Corps and MTC will limit access to data (either in electronic or hardcopy format) to authorized individual within each agency (including contractors delivering Job Corps services).

### **Unauthorized Access to Stored Data:**

Information either in electronic format such as magnet tapes or discs, or in hardcopy paper format shall be stored and/or processed in such a manner that unauthorized access is avoided. The Department, Job Corps and MTC will secure the data in their respective repositories in a manner to protect internal confidential files (e.g. public assistance customer data, case management and employment planning information, and wage data).

### **User Training:**

The Department, Job Corps and MTC agree to train users accessing, disclosing, or receiving information under this MOU, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. Additionally, The Department, Job Corps and MTC must be assured that procedure governing sanctions and individual corrective actions under applicable statutory authority will be pursued and taken against individuals who violate terms of this agreement.

### **On-site Review:**

The Department, Job Corps and MTC shall permit each agency the right of on-site inspections without prior notification to insure that the requirements of this agreement are being met. Additionally, the Department, Job Corps and MTC will allow on-site inspections of federal agencies with statutory oversight responsibility for the data being shared.

### **The Department, Job Corps and MTC will:**

1. Report breaches of access and disclosure requirements each agency's (including contracted parties delivering Job Corps services) officer.
2. Develop a contingency plan for addressing access to any uniquely sensitive records e.g. public official, celebrities, etc.
3. Notify authorized staff within each agency of any major change in process of data exchange, procedure and/or policy affecting transmission and/or distribution so that re-review of system safeguards can be initiated.

### **Cost Allocation:**

The Department will follow its cost allocation plan as approved by the Department of Labor, Department of Health and Human Services and Department of Agriculture for Core Services specifically provided by the Department. Cost of core Services provided by Job Corps will be borne by Job Corps. In general, costs relating to this agreement will be allocated in compliance with the Office of Management and Budget circular A-87 and

DHHS and DOL interpretation letters and in accordance with the approved the Department cost allocation plan.

**Service Delivery and Referral:**

Referral processes will be negotiated and established on a local basis through the Department Regional Councils and Job Corps.

**The Department**

The Department recognizes Job Corps/MTC as a mandatory One-Stop partner and as such agrees to the following:

- The Department through the Workforce Investment Board; will name the Job Corps Business and Community Liaison representatives from each Center to serve on the State Youth Council.
  - Regional Youth Councils may invite Job Corps representatives to sit on local councils
  - Regional Youth Councils (RYC) will invite MTC representation to sit on their respective councils
- Refer potentially eligible youth to MTC for possible enrollment in Utah Job Corps Centers (contingent upon an updated Exchange of Information and Consent for Coordinated Services form (115) from the youth on the waiting lists)
- Provision of Core Services as outlined in WIA
  - Core services include, but are not limited to: assessments, job search and placement assistance (where appropriate), provision of Labor Market Information, provision of accurate information relating to the availability of supportive services, ie, Food Stamps, financial assistance, child care and Medicaid.
    - Core services are available to students before and during enrollment in Job Corps services
- Provision of access to space for recruitment by MTC at local Employment Centers
- Provision of space for Job Corps posters and pamphlets
- Internet linkage with Job Corps internet sites
- Establish an Internet link on the Department’s homepage to Job Corps
- Provision of information regarding Job Corps to new and incumbent the Department staff
- Provision of information on Job Corps in core curriculum resource training and new employee development training
- Train OA&T staff in the use of the Department’s on-line systems
- Reporting of employment outcomes
- A state program specialist to liaison with Job Corps representatives.
  - The Department provides regional liaisons to facilitate local coordination and activities.
    - These Department ‘s staff will attend local community relation council and industry council meetings whenever possible
- Creation of a monthly list of potential Job Corps participants and supply to MTC

- In an effort to ensure that youth are able to make an informed choice about training services they receive, youth applying for WIA services and on WIA waiting lists will be provided information about the full array of training services available, including Job Corps. The process by which Job Corps can be given customer information is:
  - Customer will sign the Exchange of Information & Consent for Coordinated Services form (115) during the initial contact with the provider, and will indicate that Job Corps/MTC is one of the organizations with which coordination is allowed.
  - This form gives permission to the provider to share name and contact information with MTC.
- Provide ability for Job Corps/MTC to train the Department's WIA staff regarding Job Corps services.
- On a scheduled basis, the Department will provide the following information about potential eligible youth from the UWORKS system to MTC:
  - Name
  - SSN
  - DOB
  - Mailing address
  - Phone number(s)
  - E-mail address

## **JOB CORPS**

Job Corps agrees to provide the following:

- Necessary technical assistance to the Departments staff to allow for appropriate referrals
- Job Corps agrees to provide onsite training to the Department staff. (Times and frequency of training will be negotiated on local level.)
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- Technical assistance to the Department staff to facilitate appropriate referrals
- Provision of educational and vocational training, and transition services to eligible youth.
- Provision of technical assistance for appropriate referrals
- On-site training regarding Job Corps services
- Business Community Liaison (BCL) will serve on State and Regional Youth Councils
- Provide computer access to participants for all One-Stop partner services
  - Registration of all Job Corps participants in [www.jobs.utah.gov](http://www.jobs.utah.gov)
  - Other on-line systems as they are developed (e.g., Food Stamps, Medicaid, TANF, etc.)

## **MTC**

MTC is responsible for services relating to eligibility determination, outreach, intake and orientation. To facilitate these services through the One-Stop system, co-location of MTC staff in Employment Centers will be encouraged as feasible and as negotiated at a local level. Each location will negotiate with MTC the in-kind services exchanged for co-location costs (rental of space, equipment, etc.)

MTC agrees to provide the following:

- On-line registration of all Job Corps participants with the Department's core services
- On-line registration of all Job Corps graduates with the Department's supportive services as appropriate

**Termination:**

This document will be reviewed regularly to ensure that it remains current. (No less than once every 18 months.)

This MOU is effective upon signature of all parties and shall continue in effect unless modified in writing by the mutual consent of all signing parties or terminated by any signing party upon 30 days prior written notice to the other parties by certified or registered mail, return receipt requested.

This MOU may be amended whenever the parties deem necessary. This MOU will remain in effect until either party request a revision and/or the Workforce Investment Board makes the revision.

Also, the Department may terminate this MOU without prior notice if deemed necessary because of a requirement by law or policy, upon determination by the Department that there has been a breach of security by Job Corps (or contracted parties delivering Job Corps services), or a failure the Job Corps (or contracted parties delivering Job Corps services) to comply with established procedure or legal requirements.

APPROVAL:  
Signature Page:

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Date \_\_\_\_\_  
Tani Pack Downing  
Executive Director  
Department of Workforce Services

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Date \_\_\_\_\_  
Kevin Crandall  
Chair  
State Council on Workforce Services

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Date \_\_\_\_\_  
Robert Archer  
Center Director  
Weber Basin Job Corps

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Date \_\_\_\_\_  
Dean Hoffman  
Center Director  
Clearfield Job Corps Center

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Date \_\_\_\_\_  
Robyn Wright, Director  
Management Training Corporation Outreach Admissions and Career Transition Services