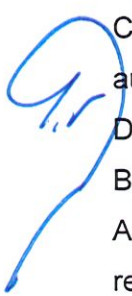


GOVERNMENT OF PUERTO RICO
LOCAL WORKFORCE DEVELOPMENT AREA GUAYNABO – TOA BAJA
LOCAL WORKFORCE DEVELOPMENT BOARD

MEMORANDUM OF UNDERSTANDING (MOU)
INFRASTRUCTURE FINANCING AGREEMENT (IFA)
PUERTO RICO HOUSING DEPARTMENT

-----**APPEARANCES**-----

AS FIRST PARTY: The Local Workforce Development Board of the Guaynabo–Toa Baja Local Workforce Development Area (ALDL-GTB), hereinafter referred to as the "LOCAL BOARD," with the participation of the Board of Mayors of said Local Area, hereby enters into this Memorandum of Understanding (MOU). The LOCAL BOARD is represented by its Chairman, Oriel Ramírez Rodríguez, of legal age, married, and a resident of San Juan, Puerto Rico; and the Board of Mayors is represented herein by its Chairman, Hon. Edward A. O'Neill Rosa, of legal age, single, and a resident of Guaynabo, Puerto Rico, hereinafter referred to as the "BOARD OF MAYORS."

 **AS SECOND PARTY: THE PUERTO RICO DEPARTMENT OF HOUSING,** through its Community Development Block Grant Program, a mandatory partner within the One-Stop Center, authorized by Public Law 89-174, as amended, known as the Housing and Community Development Act of 1974, and administrator of the funds of the CDBG (Community Development Block Grant) program of the federal agency HUD, herein represented by its Secretary, Hon. Luis Augusto Martínez, of legal age, single, attorney and resident of San Juan, Puerto Rico, hereinafter referred to as "THE PARTNER" or "THE HOUSING DEPARTMENT". The individuals together are referred to as the "PARTIES". The PARTIES declare that they have the power, legal authority and sufficient capacity to make the representations and assume the commitments that motivate the execution of this Memorandum of Understanding (MOU), hereinafter "MOU", and Infrastructure Financing Agreement (IFA), hereinafter "IFA", and by virtue of this, freely and voluntarily:

-----**RECITALS**-----

 WHEREAS: the Workforce Innovation and Opportunity Act ("WIOA"), enacted as Public Law 113-128, establishes a comprehensive workforce development system designed to strengthen the nation's workforce by increasing access to employment, education, training, and supportive services for job seekers while assisting employers in identifying, recruiting, developing, and retaining a skilled workforce that meets current and future labor market demands;

WHEREAS: Section 121(a) and Section 121(c) of WIOA, together with the implementing regulations set forth in 20 CFR Part 678, require the execution of a Memorandum of Understanding ("MOU") and an Infrastructure Funding Agreement ("IFA") between the Local Workforce Development Board, the Chief Elected Officials, the One-Stop Operator, and the required One-Stop Partners to establish the framework for the coordinated delivery of workforce development services through the American Job Center network;

WHEREAS: the purpose of the MOU/IFA is to establish a collaborative partnership that clearly defines the roles, responsibilities, and resource commitments of each participating partner, promotes the integration of workforce, education, and supportive services, enhances customer

access to high-quality services, eliminates duplication of effort, and supports the implementation of the workforce development strategies outlined in the Unified State Plan for Puerto Rico, as approved by the U.S. Department of Labor;

WHEREAS: this MOU/IFA is executed in accordance with Section 121(c)(2) of WIOA, the WIOA Final Rule (20 CFR Parts 676, 677, and 678), applicable federal regulations, guidance issued by the U.S. Department of Labor, and the policies adopted by the Puerto Rico Workforce Development Program governing the operation of the American Job Center delivery system and the execution of Memoranda of Understanding and Infrastructure Funding Agreements;

WHEREAS: The Puerto Rico Department of Housing serves as a required One-Stop Partner by administering federally funded housing and community development programs that provide services and resources which complement the workforce development system and contribute to improving employment opportunities, economic mobility, and self-sufficiency for eligible individuals and families;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and in furtherance of their mutual commitment to an integrated and customer-centered workforce development system, the Parties voluntarily enter into this Memorandum of Understanding and Infrastructure Funding Agreement ("MOU/IFA") to establish the terms and conditions governing their collaboration, coordination of services, and respective responsibilities in support of the American Job Center delivery system serving the Guaynabo–Toa Baja Local Workforce Development Area.

-----PURPOSE OF THE MEMORANDUM OF UNDERSTANDING-----

The purpose of this MOU/IFA is to establish the framework under which the Guaynabo–Toa Baja Local Workforce Development Board, the Chief Elected Officials, the One-Stop Operator, and the Puerto Rico Department of Housing will collaborate to deliver coordinated, integrated, and customer-centered workforce development services through the American Job Center ("AJC") delivery system.

Through this Agreement, the Parties affirm their shared commitment to developing a seamless workforce delivery system that expands access to employment, education, training, housing-related supportive services, and other workforce resources for job seekers, workers, employers, and businesses within the Guaynabo–Toa Baja Local Workforce Development Area.

The Parties further agree to work collaboratively and in good faith to:

- improve access to high-quality workforce and supportive services;
- strengthen coordination among partner programs;
- maximize the efficient use of public resources;
- eliminate unnecessary duplication of services;
- enhance customer outcomes through integrated service delivery; and
- support the workforce development strategies established under WIOA and the Puerto Rico Unified State Plan.

Consistent with Section 121(c) of WIOA and 20 CFR 678.500, this MOU/IFA establishes, at a minimum:

1. The services to be provided by the Puerto Rico Department of Housing through the American Job Center delivery system.
2. The methods and procedures for coordinating service delivery and referring participants between the One-Stop Operator and the Puerto Rico Department of Housing to ensure timely access to appropriate services while minimizing duplication of effort.
3. The financial and non-financial commitments of the Parties, including each Partner's contribution toward the operation of the American Job Center delivery system through the accompanying Infrastructure Funding Agreement (IFA), as applicable.
4. The duration of this Agreement, procedures for amendment, modification, renewal, and termination, and any other requirements established under WIOA and its implementing regulations.

By executing this MOU/IFA, the Parties acknowledge their respective responsibilities under WIOA and agree to fulfill the obligations set forth herein in accordance with all applicable federal and Commonwealth of Puerto Rico laws, regulations, policies, and administrative guidance governing the American Job Center delivery system.

Accordingly, the Parties agree to be bound by the following terms and conditions.

FIRST: ROLES AND RESPONSIBILITIES OF THE GUAYNABO-TOA BAJA LOCAL WORKFORCE DEVELOPMENT SYSTEM

Consistent with Section 121(b) of WIOA, the Parties agree to support the implementation and continuous improvement of the American Job Center delivery system by carrying out the following responsibilities:

1. Provide customers with access to the workforce development programs, career services, training opportunities, and partner services described in this MOU/IFA, including the career services authorized under Section 134(c)(2) of WIOA.
2. Collaborate in the planning, coordination, and delivery of integrated services through the American Job Center to ensure that individuals and employers receive timely, efficient, and customer-focused services.
3. Participate in the development, implementation, evaluation, and continuous improvement of operational policies, procedures, service delivery strategies, and business practices that promote an integrated One-Stop delivery system consistent with WIOA, applicable federal regulations, and State policy.
4. Support the exchange of information, cross-training of staff, and coordination of partner activities to improve service integration, increase staff knowledge of partner programs, and enhance customer service.
5. Promote meaningful communication and collaboration among all required One-Stop Partners to strengthen service coordination, improve workforce outcomes, and respond effectively to the workforce needs of employers, job seekers, workers, and the business community.

6. Participate, as appropriate, in partner meetings, strategic planning initiatives, continuous improvement activities, and other collaborative efforts designed to strengthen the American Job Center delivery system within the Guaynabo–Toa Baja Local Workforce Development Area.
7. Carry out their respective responsibilities in compliance with WIOA, its implementing regulations, applicable federal and Commonwealth laws, and all policies governing the operation of the American Job Center delivery system.

SECOND: SERVICES AVAILABLE THROUGH THE AMERICAN JOB CENTER (AJC) DELIVERY SYSTEM

The American Job Center (AJC) delivery system provides universal access to a comprehensive range of workforce development services designed to assist job seekers, workers, employers, and businesses. The services available through the AJC include, but are not limited to, the following:

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1. Determination of Eligibility;
 2. Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system.
 3. Initial assessment of skill levels including Literacy, numeracy, English language proficiency; skills, abilities and need for support services;
 4. Labor Exchange Services - Job search and job placement assistance and career counseling including:
 - Provision of information on in-demand industry sectors and occupations
 - Information on non-traditional employment
 5. Recruitment and other business services for the benefit of employers;
 6. Provision of referrals for the coordination of activities with other services including those within the center and other work development programs;
 7. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed;
 - Information related to occupations in demand including salaries and promotion opportunities.
 8. Provision of information on program performance and costs of Eligible Service Providers by program and provider type;
 9. Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
 10. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
 11. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: Child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax
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credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;

12. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
 13. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
 14. Provision of information and assistance related to filing claims under the UI Program, including meaningful assistance to individuals in need of assistance in filing a claim.
- Significant assistance means:

- Provide on-site assistance using highly trained personnel to provide such service
- Provide assistance via telephone or other technology by trained personnel within a reasonable time frame
- Costs associated with providing assistance can be paid by the state UI and / or WIOA system

15. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individuals not ready for employment will be referred to the appropriate Partners based on their needs as identified in the initial eligibility determination and initial skills assessment.

THIRD: INDIVIDUALIZED CAREER SERVICES

Individualized career services must be available to individuals when it is determined that such services are required for them to obtain or retain employment. These include, but are not limited to:

1. Specialized assessments of adult and dislocated workers' skill levels and service needs, under Section 134(c)(2) and (c)(3) of WIOA. To avoid duplication of services, WIOA allows the use of prior evaluations from other programs, provided that the OSC/ AJC Operator determines that such assessments are appropriate and have been completed within the previous six (6) months.
2. Development of an individual employment plan focused on career planning and on appropriate services for the participant to achieve their employment goals, including information regarding eligible providers.
3. Comprehensive assessments for career planning.
4. Group counseling and/or individualized counseling.
5. Short-term pre-vocational services, to provide services and activities aimed at developing and strengthening soft skills through occupational development and exploration, in order to prepare the participant for employment or training.
6. Internships and career-related work experience.
7. Development of learning, communication, job interviewing, punctuality, personal and professional conduct skills.
8. Workforce readiness activities.
9. Services to develop basic financial literacy.
10. Assistance in finding employment outside the area and in relocation.
11. English language learning integrated with educational programs.

FOURTH: TRAINING SERVICES

WIOA is designed to increase participants' access to training. The services available after the development of an Individualized Employment Plan are intended to prepare individuals to enter the workforce and retain employment. Activities that may be available according to the strategies outlined for the individual include:

1. Occupational skills training.
2. On-the-job training (OJT) or vocational training, including training in non-traditional jobs.
3. Programs that combine on-the-job training with related instruction.
4. Training for incumbent workers, pursuant to Section I 34(d)(2) of WIOA.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Training in business initiatives.
8. Transitional employment in accordance with WIOA, Section I 34(d) (5).
9. Job readiness training in combination with other types of training. I 0. Adult education and literacy activities.
10. Customized training with an employer's commitment to employ the individual at the end of the training.

FIFTH: RESPONSIBILITIES AND SERVICES OF THE PARTNER'S PROGRAM IN ITS PARTICIPATION IN THE OSC/AJC

THE PARTNER will coordinate with the OSC/ AJC the integration of programs and services aimed at providing, in addition to WIOA services, services under the Housing and Community Development Act of 1974. THE PARTNER's representative will provide services at the OSC/ AJC by providing information and support services through referrals, calls or electronic contact, without requiring physical presence.

The Partner shall designate an official point of contact responsible for coordinating referrals, responding to requests for services, participating in partner meetings, and maintaining ongoing communication with the One-Stop Operator.

The services available through THE PARTNER include:

1. Providing training and employment opportunities under the Community Development Block Grant Program.
2. Housing rehabilitation.
3. Child care services (specialize in children with autism).
4. Public services (CONDUCE), including alternate transportation for people with disabilities (ADA).
5. Organizing job fairs.

The services will be offered by THE PARTNER in district offices or local offices through the referral of individuals who meet the applicable requirements and are eligible for CDBG Program services of the federal agency HUD, in accordance with current regulations.

SIXTH: REFERRAL PROCESS AND SERVICE COORDINATION

The Parties recognize that an effective referral system is essential to the successful operation of the American Job Center (AJC) delivery system. Accordingly, the Parties agree to collaborate in

establishing and maintaining coordinated referral procedures that promote timely access to services, improve customer outcomes, and maximize the efficient use of available resources.

To achieve these objectives, the Parties agree as follows:

1. THE PARTIES shall jointly develop, implement, and maintain standardized referral procedures to facilitate the efficient coordination of services among the American Job Center and all required and additional One-Stop Partners serving the Guaynabo–Toa Baja Local Workforce Development Area.
2. Intake, assessment, referral, and follow-up activities shall be conducted using a customer-centered approach by qualified personnel who have received appropriate training regarding partner programs, eligibility requirements, referral procedures, confidentiality requirements, and available resources.
3. The One-Stop Operator shall ensure that customers have meaningful access to the services, programs, activities, and resources available through all required One-Stop Partners. Such access may be provided through on-site staff, designated points of contact, scheduled partner availability, cross-trained personnel, electronic communication, or real-time technology, as appropriate.
4. General information regarding partner programs, eligibility requirements, available services, and referral procedures shall be readily available to all customers visiting the American Job Center and shall be updated periodically to ensure accuracy and accessibility.
5. Referrals may be completed electronically, by secure electronic communication, written referral forms, or any other mutually agreed-upon method that ensures timely coordination of services while protecting confidential information.
6. The Guaynabo-Toa Baja Local Workforce Development Area OSC/AJC Operator will ensure that each partner provides a direct link or access to designated personnel to provide meaningful information or services, through the identification of personnel, cross-training or real-time technology, resulting in the services required by the client.
7. Whenever appropriate, the Parties shall utilize "warm referrals" by directly connecting customers with the appropriate partner representative to facilitate timely access to services, reduce barriers to participation, and improve coordination among partner programs.
8. To the extent permitted by applicable federal and Commonwealth laws governing confidentiality and data sharing, the Parties agree to utilize the State-approved electronic case management platform, or any successor system adopted by the Puerto Rico Workforce Development Program, for customer intake, assessment, referrals, service coordination, and follow-up activities.
9. THE PARTNER shall designate one (1) primary representative and at least one (1) alternate representative to serve as official liaisons to the American Job Center. These representatives shall:
 - a) Coordinate referrals between the Department of Housing and the American Job Center.
 - b) Participate in partner meetings, cross-training activities, and collaborative planning sessions, as appropriate.
 - c) Serve as the primary point of contact for program coordination and service integration.

- d) Facilitate communication between the Parties to ensure the timely delivery of services to eligible individuals.
- e) Notify the One-Stop Operator whenever changes occur in designated personnel or contact information to ensure continuity of services.

10. The Parties agree to periodically review and evaluate referral procedures, customer flow, and service coordination practices to identify opportunities for continuous improvement, enhance customer satisfaction, and strengthen the overall effectiveness of the American Job Center delivery system.

SEVENTH: REPORTING REQUIREMENTS

1. *Reports Provided by the One-Stop Operator*

The One-Stop Operator shall periodically provide the One-Stop Partners with reports and other information necessary to support the coordination and evaluation of services delivered through the American Job Center. Such reports may include, as applicable:

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- a) Customer referrals to partner programs.
 - b) Services provided through the American Job Center delivery system.
 - c) Participant demographics and populations served.
 - d) Customer flow and service utilization.
 - e) Performance indicators and other operational information relevant to the implementation of this MOU/IFA.

2. *Reports Provided by the Partner*



The Puerto Rico Department of Housing shall provide periodic reports, as mutually agreed upon by the Parties, regarding activities conducted under this MOU/IFA. Such reports may include, when applicable:

- a) Referrals received from the American Job Center.
- b) Services provided to referred individuals.
- c) Outcomes achieved through partner services.
- d) Other information reasonably necessary to evaluate the effectiveness of interagency collaboration and integrated service delivery.

3. *Use of Information*

Information exchanged under this MOU/IFA shall be used solely for program administration, service coordination, performance evaluation, reporting, monitoring, and other purposes authorized under applicable federal and Commonwealth laws and regulations.

EIGHTH: CONFIDENTIALITY, INFORMATION SHARING, INTERVENTIONS (MONITORING)

1. The LWDA will carry out periodic interventions aimed at evaluating compliance with what was agreed in this MOU/IFA, through monitoring procedures. In addition, compliance with the provisions will be subject to monitoring and auditing by the Department of Economic

Development and Commerce and its Workforce Development Program, the U.S. Department of Labor, as well as any other federal or state agency with applicable authority.
TENTH: ADMINISTRATION OF THE OSC/AJC.

A. Training of Personnel

Both parties commit to:

1. Train all OSC/AJC staff in the different areas they serve and provide opportunities for training, professional development and technical assistance to staff.
2. Coordinate planning and development activities, including but not limited to programmatic meetings, workshops, trainings, orientations, follow-up visits, use of electronic information systems and written individual referrals.
3. The AJC Operator will be responsible for providing assistance to members in familiarizing themselves with the services, eligibility criteria and benefits of the programs offered by the AJC.

B. Important Procedures and Dispute Resolution

1. The OSC/AJC Operator will plan, coordinate and oversee the day-to-day operations of the OSC/AJC. The matters relevant to THE PARTNER, as represented in this MOU/IFA, will be coordinated with THE PARTNER's designated representative.
2. The day-to-day supervision of staff assigned to the American Job Centers in the Guaynabo - Toa Baja Local Workforce Development Area will be the responsibility of the center's supervisors. The employer of personnel assigned to the American Job Centers will continue to set priorities for its personnel and manage all administrative aspects of such staff. Any changes in assigned tasks or any other workplace issues will be handled by supervisors and management personnel of the appropriate employer and notified to the Operator.
3. The role of the Operator of the Guaynabo - Toa Baja Workforce Development Area American Job Center includes, but is not limited to:
 - a) Overseeing the day-to-day operations of the Guaynabo-Toa Baja Local Workforce Development Area American Job Center.
 - b) Supervising the staff of the Guaynabo-Toa Baja Local Workforce Development Area American Job Center, as applicable under agreements with each employer.
 - c) Mediating interagency matters and referring unresolved matters to the appropriate persons.
 - d) Engaging local American Job Center teams and the private sector.
 - e) Ensuring that all employees assigned to the American Job Center of the Guaynabo-Toa Baja Local Workforce Development Area comply with the policies established for personnel working in the Center.
 - f) THE PARTIES agree to address matters arising from the behavior of any employee of either party that could adversely impact the effectiveness of this agreement or the operations of the Guaynabo-Toa Baja Local Workforce Development Area American Job Center. If a solution cannot be reached at the local level, the matter will be routed through the

corresponding channels of both parties for a satisfactory solution. Specifically, the channels to be followed for the resolution of disputes shall be those established by each party's internal procedures and human resources policies, in coordination with the AJC Operator.

C. Matters Regarding Administrative and Personnel Issues

1. Any disputed matter involving administrative and/or personnel issues concerning THE PARTNER's personnel that cannot be resolved locally shall be referred to the employee's immediate supervisor, who, depending on the nature of the matter, may refer it to Human Resources or to the person who signed this MOU/IFA on behalf of THE PARTNER for appropriate attention and resolution.
2. In extreme cases where it is determined that an individual's behavior presents a danger to customers and/or persons working within the American Job Center of the Guaynabo-Toa Baja Local Workforce Development Area, the Operator may require the individual causing the disturbance to leave the OSC/AJC until THE PARTNER, in coordination with the Operator, resolves the matter.
3. THE PARTNER's personnel shall comply with the holidays schedule provided by their employer, and a copy of such schedule shall be given to the Operator at the beginning of each calendar year.
4. Disciplinary action may result in the removal of THE PARTNER's personnel from the American Job Center. Each party to this MOU/IFA will take appropriate action as may be necessary to resolve the matter giving rise to the disciplinary action.

D. Alcohol, Drug, and Sexual and/or Labor Harassment-Free Environment

It is the policy of the Local Board to provide and maintain a safe, non-hostile, alcohol- and drug-free work environment. THE PARTIES to this MOU/IFA undertake to jointly develop and comply with public policy to this effect, including policies prohibiting sexual harassment and workplace harassment, in accordance with applicable federal and state laws.

E. Record Maintenance

The Operator of the American Job Center shall be responsible for maintaining records related to the administration and operation of the OSC/AJC, without prejudice to each partner's obligation to maintain records for their respective programs.

F. Debarment and Suspension

THE PARTIES to this MOU/IFA agree to comply with the "Debarment and Suspension" provisions as provided in 20 CFR Part 252 et seq., Section 200.326 of its Final Rule, and Appendix II of 2 CFR Part 200, as applicable.

G. Strict Requirement Policy

All partners agree to observe whichever term is stricter on any point of the MOU/IFA where there are different applicable criteria, as long as this does not contravene federal and/or state provisions.

TENTH: PERFORMANCE EVALUATION AND COMPLIANCE MONITORING

The Parties acknowledge that ongoing evaluation and monitoring are essential to ensuring the effective implementation of this MOU/IFA and the continuous improvement of the American Job Center (AJC) delivery system. Accordingly, the Parties agree to periodically assess the effectiveness of their collaborative efforts, compliance with the terms of this Agreement, and the quality of services provided to customers.

1. Periodic Evaluation

The Parties shall conduct periodic reviews, and at a minimum an annual evaluation, to assess the implementation of this MOU/IFA. Such evaluation shall include, as applicable:

- a) Compliance with the roles and responsibilities established under this Agreement.
- b) The effectiveness of coordination among the One-Stop Partners.
- c) The quality and timeliness of referrals between partner programs.
- d) The accessibility and availability of partner services.
- e) Customer service and service integration efforts.
- f) Progress toward achieving the goals and objectives established under this MOU/IFA.
- g) The effectiveness of the resource commitments and collaborative activities established through the Infrastructure Funding Agreement (IFA).

The results of these evaluations may be used to identify opportunities for continuous improvement and to implement corrective actions, when appropriate.

2. Performance Accountability

The Parties acknowledge their shared responsibility for supporting the performance objectives of the American Job Center delivery system established under the Workforce Innovation and Opportunity Act (WIOA).

Accordingly:

- a) The Puerto Rico Department of Housing agrees to cooperate with the Local Workforce Development Board and the One-Stop Operator in supporting integrated service delivery and contributing, where applicable, to the achievement of the Local Area's workforce development goals.
- b) The One-Stop Operator shall periodically provide performance information and operational reports to the One-Stop Partners regarding customer referrals, service coordination, and other relevant performance indicators that support continuous improvement of the American Job Center delivery system.
- c) The Parties agree to review available performance information, identify opportunities to improve collaboration and customer outcomes, and develop mutually agreed-upon strategies to strengthen service coordination and maximize the effectiveness of partner services.
- d) Nothing in this Section shall be construed as establishing separate federal performance accountability measures for the Puerto Rico Department of Housing beyond those required under applicable federal law. Rather, the Parties acknowledge their mutual

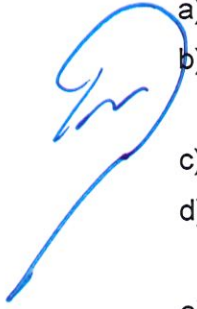
commitment to supporting the successful operation of the American Job Center delivery system through effective collaboration and coordinated service delivery.

ELEVENTH: EQUAL OPPORTUNITY, NONDISCRIMINATION, AND ACCESSIBILITY

The Parties agree to administer all programs, services, and activities covered by this MOU/IFA in full compliance with the Workforce Innovation and Opportunity Act (WIOA), applicable federal civil rights laws, and the laws of the Commonwealth of Puerto Rico prohibiting discrimination.

The Parties shall not discriminate against any applicant, participant, employee, or other individual in the administration of programs, the provision of services, employment practices, or any activity covered by this MOU/IFA on the basis of race, color, religion, sex (including pregnancy, childbirth, related medical conditions, sex stereotypes, transgender status, gender identity, and sexual orientation), national origin, age, disability, political affiliation or belief, citizenship or participation in any WIOA Title I financially assisted program or activity, or any other protected status under applicable federal or Commonwealth law.

The Parties agree to comply with, including any amendments thereto, but not limited to, the following federal laws and regulations:

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- a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
 - b) 29 CFR Part 38 — *Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIOA*;
 - c) The Civil Rights Act of 1964, as amended;
 - d) The Americans with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act of 2008 (ADAAA);
 - e) Section 504 of the Rehabilitation Act of 1973, as amended;
 - f) Any other applicable federal civil rights laws governing programs receiving federal financial assistance.



The Parties further agree to comply with all applicable anti-discrimination laws of the Commonwealth of Puerto Rico, including, but not limited to, Act No. 100 of June 30, 1959, as amended; Act No. 44 of July 2, 1985, as amended; Act No. 17 of April 22, 1988, as amended; Act No. 69 of July 6, 1985, as amended; Act No. 81 of July 27, 1996, as amended; Act No. 22 of May 29, 2013, as amended; and any other Commonwealth statute or regulation that prohibits discrimination or guarantees equal access to employment, programs, or services.

Accessibility and Meaningful Access

The Parties shall ensure that all programs, services, activities, and communications are readily accessible to qualified individuals with disabilities and to individuals with Limited English Proficiency (LEP), consistent with applicable federal and Commonwealth law.

To fulfill this obligation, the Parties agree to:

1. Provide reasonable accommodations to qualified individuals with disabilities when requested or otherwise required by law.

2. Provide appropriate auxiliary aids and services, including qualified interpreters, assistive technology, alternative formats, and other effective communication methods, as necessary to ensure equal access.
3. Provide meaningful language access services, including qualified interpretation and translation services, for individuals with Limited English Proficiency (LEP), at no cost to the individual.
4. Ensure that all public information, outreach materials, electronic communications, facilities, and service delivery methods are accessible and nondiscriminatory.
5. Designate an Equal Opportunity Officer or other appropriate staff responsible for coordinating compliance with nondiscrimination and accessibility requirements, as required under applicable law.

The Parties further agree to cooperate in resolving complaints alleging discrimination or denial of equal opportunity and to comply with all complaint processing, investigation, corrective action, and reporting requirements established under WIOA, 29 CFR Part 38, and other applicable federal and Commonwealth laws.

TWELVETH: GRIEVANCE AND EQUAL OPPORTUNITY PROCEDURE

The Parties agree to administer all programs, services, and activities covered by this MOU/IFA in accordance with the grievance, complaint, and equal opportunity procedures established under the Workforce Innovation and Opportunity Act (WIOA), its implementing regulations, and the policies adopted by the Guaynabo–Toa Baja Local Workforce Development Area (LWDA).

1. General Grievance Procedure

The Parties acknowledge that any individual or entity alleging a violation of the Workforce Innovation and Opportunity Act, this MOU/IFA, or any applicable federal or Commonwealth law governing the administration of workforce development programs shall have the right to file a grievance or complaint in accordance with the grievance procedures adopted by the Guaynabo–Toa Baja Local Workforce Development Area and all applicable federal requirements.

The Parties further agree to cooperate fully in the investigation, resolution, and corrective action process for any grievance or complaint arising under this Agreement.

2. Equal Opportunity Complaints

Complaints alleging discrimination on any prohibited basis shall be processed in accordance with:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 29 CFR Part 38;
- applicable guidance issued by the U.S. Department of Labor Civil Rights Center (CRC); and
- the Equal Opportunity procedures adopted by the Guaynabo–Toa Baja Local Workforce Development Area.

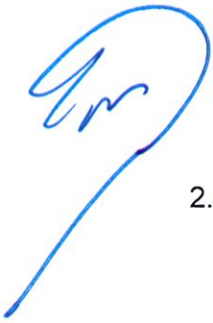
Nothing in this MOU/IFA shall limit or impair an individual's right to file a discrimination complaint with the appropriate Equal Opportunity Officer, the U.S. Department of Labor Civil Rights Center, or any other agency having jurisdiction.

3. Cooperation and Compliance

The Parties agree to cooperate fully in responding to grievances, discrimination complaints, compliance reviews, investigations, monitoring activities, and corrective actions conducted by the Local Workforce Development Board, the Puerto Rico Workforce Development Program, the U.S. Department of Labor, or any other authorized federal or Commonwealth agency.

Each Party shall maintain all records relating to any grievance, complaint, investigation, or compliance review for the period required by applicable law and shall make such records available upon request to authorized governmental entities.

THIRTEENTH: ACCESS TO INFORMATION AND RECORD RETENTION

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1. THE PARTNER will provide access to the Governor of Puerto Rico, the U.S. Department of Labor, the WIOA Local Board, the Comptroller of Puerto Rico, the Comptroller General of the United States, the Puerto Rico Department of Justice, officials of the Department of Economic Development and Commerce - Workforce Development Program, and any other entity with applicable authority, to books, documents, records and papers (including those stored electronically) directly related to this MOU/IFA for the purpose of auditing, examining, summarizing, transcribing and/or photocopying them.
 2. THE PARTIES agree to retain all books, documents, records, papers and supporting materials related to this MOU/IFA for a period of no less than six (6) years from the date of the final expenditure under this MOU/IFA or until any audit or investigation initiated by the Office of the Comptroller of Puerto Rico, the U.S. Department of Labor, HUD or any other competent federal or state agency has been completed, whichever period is longer.

FOURTEENTH: ETHICS AND ANTI-CORRUPTION COMPLIANCE



In accordance with Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico", and Act No. 1-2012, known as the "Puerto Rico Government Ethics Act of 2011", THE PARTIES state and certify the following:

1. No officer or employee of the FIRST PARTY nor of the SECOND PARTY, nor any member of their household or family unit, has a direct or indirect pecuniary interest in this MOU/IFA or in the economic benefits arising from it.
2. No officer, employee, advisor or consultant of the Executive Branch of the Government of Puerto Rico, nor any member of their household or family unit, has any interest or participation in the economic benefits or income related to this MOU/IFA.
3. THE PARTIES warrant that none of their officers, employees, directors, associates, advisors or consultants, nor any member of their household, has a conflict of interest related to the provisions and obligations arising from this MOU/IFA.
4. THE PARTIES agree to comply with all applicable ethics provisions, including but not limited to the prohibitions on soliciting or accepting gifts, favors, or any other thing of monetary value that could improperly influence the performance of official duties; and

the prohibitions on contracting where there is a conflict of interest, as defined by Act No. I-2012 and Act No. 2-2018.

5. Any violation of this clause shall constitute sufficient cause for the immediate termination of this MOU/IFA, without prejudice to any other administrative, civil or criminal remedies available under the laws of the Commonwealth of Puerto Rico.

FIFTEENTH: OTHER PROVISIONS

Clause of Governmental Ethics Certification of Absence of Conflict of Interest

The Parties certified that:

- a) No Employee of the Parties has pecuniary interest in this Agreement, commercial transaction, and it has not either had in the last four years direct or indirectly any pecuniary interest in this business.
- b) No Employee of the Parties has solicited or accepted, directly or indirectly, for himself or herself, or some member of its family or for any person, gifts, allowances, favors, services, donations, loans or any other thing of monetary value.
- c) No Employee of the Parties has asked for or accepted economic remuneration on this transaction.
- d) No Employee of the Parties has solicited directly or indirectly, for himself or herself, or some member of its family, nor for any other person, business or organization, anything of economic value, including gifts, loans, promises, favors or services.
- e) THE PARTIES do not have kinship relation, within the fourth degree of consanguinity and second by affinity, with nobody public employment that has faculty to influence and to participate in the institutional decisions of this executive agency.
- f) No public official or employee who is authorized to contract on behalf of the executive agency, THE PARTIES, for which he works may carry out an Agreement between his agency and an entity or business in which he or a member of his family unit has or has had during the last four (4) years before taking up his position, directly or indirectly, pecuniary interest.
- g) No executive agency may enter into an agreement in which any of its officials or employees or any member of their family units has or has had during the last four (4) years before occupying their position, directly or indirectly, pecuniary interest, unless the Governor, prior recommendation of the Secretary of the Treasury and of the Secretary of Justice, authorizes it.
- h) No public official or employee may be a party to have any interest in the earnings or benefits resulting from an agreement with any other executive agency or government agency unless the Governor, prior recommendation of the Secretary of the Treasury and the Secretary of Justice, expressly authorizes it.
- i) No public official or employee who has the power to approve or authorize contracts may evaluate, consider, approve or authorize an agreement between an executive agency and an entity or business in which he or a member of his family unit has or has had during the last four (4) years before taking up his position, directly or indirectly, pecuniary interest.
- j) No public official or employee may grant or authorize an agreement with a person private or knowing that this person, in turn, is representing particular interests in cases or matters that involve conflicts of interest or public policy between the contracting government agency and the particular interests represented by said private person. For these

purposes, every government agency will require from every private person with whom it contracts the inclusion of a contractual clause in which said private person certifies that they are not involved in a conflict of interest or public policy as described in this subsection.

- k) No executive agency will contract with or for the benefit of persons who have been officials or public employees of said executive agency, until two (2) years have elapsed since said person has ceased his functions as such. The Governor may issue a dispensation regarding the applicability of this provision provided by such dispensation results in the benefit of the public service.

SIXTEENTH: FINANCING

The Infrastructure Financing Agreement (IFA) shall be established through an in-kind contribution, consistent with 20 CFR 678.720. THE PARTNER shall satisfy its contribution by providing services, program information, referrals, guidance, and support through telephone communication, electronic communication, virtual coordination, or other mutually agreed-upon methods, without requiring a physical presence at the American Job Center.

This in-kind contribution shall not constitute a transfer of funds to the Local Area. Rather, it represents a meaningful and essential resource that supports the integrated operation of the American Job Center delivery system and the coordinated provision of services to eligible individuals.

SEVENTEENTH: TERM, MODIFICATION, AND TERMINATION

TERM OF THE MOU/IFA:

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) shall become effective upon the date of its execution by all Parties and shall remain in full force and effect through June 30, 2029, unless earlier amended or terminated in accordance with the provisions of this Agreement or as otherwise required by applicable federal or Commonwealth law.

MODIFICATION

This MOU/IFA represents the complete understanding of the Parties with respect to the matters addressed herein. The Parties may amend or modify this Agreement at any time by mutual written consent to reflect changes in federal or Commonwealth laws, regulations, funding requirements, partner responsibilities, service delivery strategies, or any other operational or administrative matters affecting the implementation of this Agreement.

Any amendment or modification shall become effective only when reduced to writing and signed by duly authorized representatives of all Parties. Oral modifications or informal understandings shall have no force or effect.

TERMINATION

Any Party may withdraw from or terminate its participation in this MOU/IFA by providing the other Parties with at least thirty (30) calendar days' prior written notice, unless a different notice period is required by applicable law or agreed upon by the Parties.

Termination by one Party shall not invalidate the remaining provisions of this MOU/IFA or affect the continued participation of the remaining Parties, provided that the requirements of Section 121 of the Workforce Innovation and Opportunity Act (WIOA) continue to be satisfied.

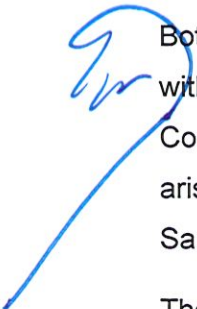
Prior to the effective date of termination, the Parties shall cooperate in completing any outstanding responsibilities and ensuring an orderly transition that minimizes disruption to customers and the delivery of services through the American Job Center system.

EIGHTEENTH: OFFICE OF THE COMPTROLLER REGISTRATION

In accordance with Act No. 18 of October 30, 1975, as amended, and the applicable regulations of the Office of the Comptroller of Puerto Rico, this Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) shall be submitted for registration with the Office of the Comptroller of Puerto Rico, as required by law.

No rights, obligations, or commitments arising under this MOU/IFA that are subject to such registration shall be enforceable until the registration requirements established by applicable law have been satisfied.

NINETEENTH: APPLICABLE LAW AND JURISDICTION



Both parties acknowledge that this MOU/IFA shall be governed by and construed in accordance with the provisions of WIOA and applicable federal regulations, as well as the laws of the Commonwealth of Puerto Rico that govern the provisions of this MOU/IFA. Any judicial claim arising from this MOU/IFA shall be filed exclusively in the Court of First Instance of Puerto Rico, San Juan Part, and THE PARTIES expressly submit to the jurisdiction of said court.

These services will be performed under the terms and conditions regarding working hours and compensation set forth in this MOU/IFA. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

TWENTIETH: COMPLAINT PROCEDURES



The Parties agree to establish and maintain procedures for the timely and equitable resolution of complaints arising under this MOU/IFA or from the delivery of services through the American Job Center (AJC) system.

Any individual, participant, employer, partner agency, or other interested party who believes that a provision of this MOU/IFA or any applicable federal or Commonwealth law has been violated may file a complaint in accordance with the grievance and complaint procedures adopted by the Guaynabo–Toa Baja Local Workforce Development Area and applicable federal regulations.

The Parties agree to cooperate fully in the review, investigation, and resolution of complaints and to make every reasonable effort to resolve disputes promptly, fairly, and at the lowest administrative level possible.

Nothing in this Agreement shall limit or restrict the right of any individual or entity to pursue any administrative or judicial remedy available under applicable federal or Commonwealth law.

TWENTY-FIRST: SEPARABILITY

If any part, clause or provision of this MOU/IFA is held to be void, null or otherwise invalid by a court or competent authority, the remaining terms and conditions shall continue in full force and effect, to the extent possible and consistent with applicable law.

TWENTY-SECOND: NO ASSIGNMENT

Neither Party may assign, transfer, delegate, or otherwise convey any of its rights or obligations under this MOU/IFA, in whole or in part, without the prior written consent of the other Party, except as otherwise required by applicable federal or Commonwealth law or by a governmental authority having jurisdiction.

ACCEPTANCE

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), acknowledging that they have read, understood, and voluntarily accepted all of its terms and conditions. By signing below, the Parties agree to faithfully perform and comply with the obligations set forth herein.

Executed in San Juan, Puerto Rico, on this 9 day of Sept, 2026.



Luis Augusto Martínez
Department of Housing
SSP: 660-55-8579



Hon. Edward O'Neill Rosa
Chairman of the CEO's Board
Guaynabo-Toa Baja Local Area
SSP: 660-43-3495



Oriel Ramírez Rodríguez
Chairman Workforce Development Borad
Guaynabo-Toa Baja Local Area
SSP: 660-43-3495