

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**U.S. DEPARTMENT OF LABOR VETERANS' EMPLOYMENT AND TRAINING  
SERVICE**

**AND**

**CITY OF LACEY, WASHINGTON  
(DBA LACEY VETERANS SERVICES HUB)**

**1.1 PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation and collaboration between the U.S. Department of Labor (DOL), Veterans' Employment and Training Service (VETS) Employment Navigator and Partnership Pilot (ENPP) and City of Lacey, Washington. (Doing Business As: Lacey Veterans Services Hub), a municipal corporation, (individually, "Party" or collectively, "Parties") to enable the Parties to better serve the population of transitioning service members (TSMs), and their spouses (S), through directly connecting TSMs/S with quality employment and training resources and opportunities to improve TSMs/S employment outcomes as they transition from military service.

**1.2 MISSION**

VETS is committed to helping America's veterans, separating service members, and military spouses by preparing them for meaningful careers, providing employment resources and expertise, protecting their employment rights, and promoting their employment opportunities.

Lacey Veterans Services Hub provides assistance to all Veterans and their families in Thurston County and serves as a one-stop shop for the needs of veterans and their families. The Lacey Veterans Services Hub assists with veteran employment, training, and job readiness assistance. This includes sharpening up their resume and interview skills.

**1.3 BACKGROUND**

The John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, August 13, 2018 (FY19 NDAA) significantly altered the Transition Assistance Program (TAP). Several major changes included a mandate for the transition process to begin 365 days prior to separation, or two years prior to retirement, individualized initial counseling, and the requirement for a statement of benefits to be delivered no later than 30 days prior to separation or retirement.

The National Defense Authorization Act for Fiscal Year 1991, Public Law 101-510, November 5, 1990 (FY91 NDAA), originally enacted the TAP by amending 10 U.S.C., and adding

Chapter 58, which authorized transition assistance benefits and services for service members transitioning from active duty, as well as their spouses. 10 U.S.C. section 1144 (reference(d)) has served as the basis of the employment aspects of the program from the beginning. Section 1144 directs the Secretary of Labor to establish and maintain an employment/job training assistance program for transitioning service members, and their spouses. The FY19 NDAA presented an opportunity for the Secretary of Labor to expand the Department's impact on the program, and significantly improve the career transition experience of our nation's service members, and their spouses. From this, DOL initiated the ENPP on April 1, 2021. Employment Navigators (ENs), contracted by VETS, are located on select sites to provide one-on-one employment assistance to TSMs/S, as a complement to DOL's TAP classroom instruction. Based on an individual's needs, ENs can then connect TSMs/S with partner organizations for additional employment services to aid their transition.

For this initiative to be successful, it is critical to establish agreements with "good fit" partner organizations through a MOU to assist transitioning service members, and their spouses in improving their post transition employment outcomes.

## **2.1 STATEMENT OF MUTUAL BENEFIT**

This collaboration establishes a formal partnership between VETS and Lacey Veterans Services Hub to connect Lacey Veterans Services Hub services to TSMs/S through VETS' staff to improve the post transition employment outcomes of TSMs/S. Parties will work to maximize the efficiency and productivity of existing resources, and leverage personnel and data infrastructure, to bring employment and training services to TSMs/S seeking employment opportunities. This partnership allows VETS and Lacey Veterans Services Hub to leverage one another's employment and training resources to improve the employment outcomes of TSMs/S. Lacey Veterans Services Hub benefits in this partnership by receiving promotional opportunities, at no charge, to TSMs/S on Lacey Veterans Services Hub's services and resources, as well as receiving customer connections to their services and resources from VETS, and its contracted personnel.

To accomplish the purpose of this agreement, VETS and Lacey Veterans Services Hub will collaborate with the intent to:

- Connect TSMs/S with the services needed based on the goals of the TSM/S and the ability of the partner to meet those goals through the ENPP, as determined by the services that the partner stated it would provide in its Partnership Application; and,
- Report established outcome and output information of tracked TSMs/S to determine the efficacy of connections.

## **3.1 RESPONSIBILITIES**

This section provides the responsibilities of VETS and Lacey Veterans Services Hub as it pertains to this MOU. The areas identified are administrative/logistics, training/briefing, outreach, Case Management System (CMS), and Performance/Data Reporting. Both parties

will work to ensure timely completion of all agreed upon activities.

## **3.2 ADMINISTRATIVE/LOGISTICS**

In general, both VETS and Lacey Veterans Services Hub will provide each other any administrative or logistical information necessary (such as site locations, POC's, etc.) to ensure successful integration and operations with ENs. for the purposes of this MOU. If conflicts arise, the established POC's in section 5.1 will discuss alternatives, or mitigating steps, to be taken to reconcile conflict.

### **3.2.1 PROVISION OF SERVICES**

The ENPP will support interested TSMs/S in selecting career pathways and connecting them to partners and resources based on their interest, aptitudes, and values for better employment-related outcomes. ENs will provide direct, one-on-one career assistance outside of the formal TAP classroom instruction. TSMs/S will work with ENs to complete self-assessments, do skills testing, explore career options and identify high-demand occupations and necessary credentials. They will also review detailed labor market information and connect with government and non- government partners to identify other services. As agreed upon in the Partnership Application Form, Lacey Veterans Services Hub will provide their employment related services to TSMs/S connected with them by an EN where feasible. If Lacey Veterans Services Hub has any changes to the nature of their services, as provided in the Partnership Application Form, Lacey Veterans Services Hub will notify VETS. VETS will review these changes and assess the impact of the partnership, and will notify Lacey Veterans Services Hub of any change of partner status, as agreed upon in the Partnership Application Form.

### **3.2.2 SCHEDULED COMMUNICATIONS**

VETS will host monthly meetings with Lacey Veterans Services Hub, and other eligible/approved partners, to discuss updates on administration, logistics, operations, processes, technical considerations, outreach opportunities, and data/performance reporting. Lacey Veterans Services Hub will attend these monthly briefings and provide any relevant updates to VETS, and other eligible/approved partners, as requested.

### **3.2.3 NON-EXCLUSIVITY**

This MOU does not bind the parties to exclusivity with one another. Both parties may partner with other organizations to fulfill their mission and operations. Nor does this MOU bind TSMs/S to one partner for the same or related services. If a TSM/S decides to work with one partner, this does not prohibit the TSM/S from also choosing to work with another partner. Lacey Veterans Services Hub will not require a TSM/S to sign exclusivity clauses.

### **3.2.4 RESPONSIVENESS**

Lacey Veterans Services Hub will respond to any referrals from ENs via in-person, virtual, or verbal and/or written communications within three business days of the referral being provided. If Lacey Veterans Services Hub already has an established measure for responsiveness, Lacey Veterans Services Hub and VETS will determine an agreed upon measure through written or email correspondence. If Lacey Veterans Services Hub is unable to respond to referrals from ENs within the agreed upon timeframe on a reoccurring basis, VETS will work with Lacey Veterans Services Hub to rectify this deficiency. If the deficiency continues, VETS will consider cancelling the MOU with Lacey Veterans Services Hub.

### **3.2.5 DENOTING REFERRALS FROM EMPLOYMENT NAVIGATORS**

Lacey Veterans Services Hub will develop an agreed upon method to denote which TSMs/S are referred to them by an EN. An example of this could include placing a drop-down selection for an EN by location in how the TSM/S heard about your services. adding an appropriate signifier to Lacey Veterans Services Hub registration process which denotes the TSM/S registrant was referred by an EN, or other option as agreed.

### **3.2.6 PARTNER-TO-PARTNER CONNECTIONS**

Lacey Veterans Services Hub will be responsible for tracking and reporting the outcome/output on services provided to a TSM/S if Lacey Veterans Services Hub connects them with another entity who is not a partner with VETS. The responsibility of, and process for, reporting the outcome/output information on a TSM/S who was referred by Lacey Veterans Services Hub to an approved partner with VETS will be agreed upon via written or email correspondence. VETS will provide Lacey Veterans Services Hub with any necessary additional guidance to ensure continuity of reporting between partners.

### **3.2.7 COORDINATION WITH LOCAL STATE WORKFORCE AGENCIES**

VETS' primary intergovernmental partner is the State Workforce System and the American Job Centers (AJCs) within that network. Local AJCs support employment related warm handovers and provide other employment services. Lacey Veterans Services Hub will coordinate with local AJC's in order to leverage one another's valuable resources and services if providing wrap around services within a community.

### **3.2.8 CUSTOMER FOLLOW-UP SURVEYS**

Surveys allow organizations to assess the effectiveness of programs, determine customer satisfaction, and to identify any gaps that may require addressing. VETS uses surveys throughout this initiative to evaluate the effectiveness of services from both Employment

Navigators and VETS' partners, as per OMB Control Number 1225-0088 (OMB 1225-0088 relates to customer/stakeholder feedback). VETS understands that customer follow-up surveys are a standard practice for organizations. In the spirit of reducing duplications of effort, VETS will provide Lacey Veterans Services Hub with the survey questions that VETS' will ask TSMs/S. Where able, Lacey Veterans Services Hub agrees to take steps to reduce any duplicative survey questions that TSMs/S may receive in relation to VETS and Lacey Veterans Services Hub's joint efforts.

### **3.3 BRIEFING/TRAINING**

Both parties will be allowed the opportunity provide briefings and training to relevant personnel, to inform them of their organization and the relevant services and processes they provide. Where appropriate, and upon written request (email acceptable) by VETS, Lacey Veterans Services Hub may provide training and briefing materials for ENs to reference and utilize when referring TSMs/S to Lacey Veterans Services Hub.

VETS will facilitate meetings between Lacey Veterans Services Hub and the ENs to ensure that ENs are aware of how TSMs/S can make the most of the Lacey Veterans Services Hub's services to advance their employment and training opportunities. The training will assist the ENs in understanding Lacey Veterans Services Hub's process and services to enable the ENs to make "good fit" connections for TSMs/S, but does include the expectation that ENs will not become subject matter experts on all matters related to Lacey Veterans Services Hub. VETS, to the extent possible, will inform TSMs/S, on Lacey Veterans Services Hub's services at relevant VETS' one-on-one appointments. VETS' staff will provide Lacey Veterans Services Hub training on any digital platform/site used to facilitate connections.

### **3.4 OUTREACH**

VETS and Lacey Veterans Services Hub agree to assist in leveraging one another in their outreach activities. This section lays out the different areas required for both parties to better coordinate their partnership and outreach activities. Any questions, or concerns, regarding outreach activities can be addressed through this MOU's POC, or at the monthly meetings.

#### **3.4.1 MUTUAL LICENSING OF TRADEMARKS**

VETS will grant Lacey Veterans Services Hub a license to use VETS' name and trademarks (e.g., logos, seals, flags, and symbols) ("VETS Marks") for the sole purpose of promoting VETS' employment resources for VETS' customers. Lacey Veterans Services Hub may advertise, market, and use VETS Marks to the extent Lacey Veterans Services Hub has (a) approval to use VETS Marks in writing (email acceptable) by VETS prior to such advertising, marketing promotion, and (b) in compliance with VETS' branding guidelines at all times. The license granted for the use of VETS Marks shall be royalty-free, revocable, non-exclusive, non-divisible, non-transferable, and shall terminate upon the expiration, or cancellation, of this

MOU.

Lacey Veterans Services Hub will grant VETS a license to use Lacey Veterans Services Hub's name, logo, or other trademarks ("Lacey Veterans Services Hub Marks") for the sole purpose of promoting VETS' partner opportunities for TSMs/S. VETS may advertise, market, and use Lacey Veterans Services Hub Marks to the extent VETS (a) has approval to use the Lacey Veterans Services Hub Marks in writing (email acceptable) by Lacey Veterans Services Hub prior to such advertising, marketing promotion, and (b) is in compliance with Lacey Veterans Services Hub's branding guidelines prior to any use of Lacey Veterans Services Hub's brand or logo in relation to the attribution of the Gifts at all times. The license granted for the use of Lacey Veterans Services Hub Marks shall be royalty-free, revocable, non-exclusive, non-divisible, non-transferable, and shall terminate upon the expiration, or cancellation, of this MOU. No other rights in the Lacey Veterans Services Hub Marks are granted to VETS.

VETS and Lacey Veterans Services Hub acknowledges the Lacey Veterans Services Hub and VETS' exclusive right, title, and interest in and to the Lacey Veterans Services Hub and VETS Marks and the goodwill associated with Lacey Veterans Services Hub and VETS Marks. VETS and Lacey Veterans Services Hub will not be permitted to grant sublicenses or other rights to the Lacey Veterans Services Hub and VETS Marks or with respect to the license granted herein.

VETS and Lacey Veterans Services Hub will use commercially reasonable efforts to avoid diminishing, harming, disparaging, infringing, or contesting all or any part of the right, title, and interest of VETS and Lacey Veterans Services Hub in and to the Lacey Veterans Services Hub and VETS Marks during its use of the Lacey Veterans Services Hub and VETS Marks.

Lacey Veterans Services Hub and VETS will not, in any manner, represent that it has any ownership in the Lacey Veterans Services Hub and VETS Marks and registrations and any renewals thereof, and Lacey Veterans Services Hub and VETS will acknowledge that use of the Lacey Veterans Services Hub and VETS Marks shall not create in Lacey Veterans Services Hub's favor any right, title, or interest in or to the Lacey Veterans Services Hub and VETS Marks, but all uses of the Lacey Veterans Services Hub and VETS Marks by Lacey Veterans Services Hub shall inure to the sole benefit of VETS and Lacey Veterans Services Hub.

#### **3.4.2 OUTREACH EFFORTS**

VETS and Lacey Veterans Services Hub will collaborate to share and leverage outreach activities to promote ENs and VETS' partners. VETS will identify an appropriate location on VETS' websites to list Lacey Veterans Services Hub as a Partner.

#### **3.4.3 COMMUNICATIONS MATERIALS**

Lacey Veterans Services Hub will collaborate with VETS staff to create appropriate content to share on Lacey Veterans Services Hub platforms and other promotional materials, including

social media, to assist VETS in their efforts to inform the military community about the various benefits and services available to them through VETS. VETS will provide Lacey Veterans Services Hub with any relevant communications materials that are approved for use in promoting this MOU.

Lacey Veterans Services Hub will provide any training/communications materials to VETS in order to educate ENs and TSMs/S on their services. Lacey Veterans Services Hub is responsible for making any updates or changes to their communications and training information to ensure ENs are providing the most current and relevant information to TSMs/S. Lacey Veterans Services Hub will report the status of any updates or changes to their information at their monthly partner meeting with VETS.

### **3.5 CASE MANAGEMENT SYSTEM**

To successfully partner TSMs/S with “good fit” partners, VETS believes it necessary to have an integrated CMS that is managed by VETS and is accessible by partners. To the extent feasible under applicable federal laws and policies, VETS will work with Lacey Veterans Services Hub to connect them to the CMS.

#### **3.5.1 FUNCTION**

The CMS serves three purposes. The first module is designed for ENs to enter individual record data for each participant (transitioning service member, or their spouse) into the system. Lacey Veterans Services Hub will only have access to the second module where Lacey Veterans Services Hub will provide information on the services they provided to the participant, and, where applicable, the outcomes to the services provided. The third module will be accessible by VETS’ staff who wish to extract data entered into the system, create a data set, and view reports created from either module as depicted below.

#### **3.5.2 LICENSE(S)**

VETS will grant Lacey Veterans Services Hub a limited license(s) to access VETS’ CMS. VETS and Lacey Veterans Services Hub will agree to the amount of access. Licenses will be granted solely for the use of the CMS relating to the ENPP. Any violations on the intended use of granted license(s) could result in loss of license(s), and/or cancellation of the MOU between VETS and Lacey Veterans Services Hub. Lacey Veterans Services Hub will be responsible for registering any of their employees through [www.login.gov](http://www.login.gov) for access to the CMS.

#### **3.5.3 DATA HOUSING ENVIRONMENT**

The DOL data is located within the CMS.

### **3.5.4 DATA CLASSIFICATION**

The data that traverses this connection contains (“participant information”). In conformance with the methodology prescribed by the Federal Information Processing Standards (FIPS) Publication 199, Standards for Security Categorization of Federal Information and Information Systems, the sensitivity categorization identified for the information is “moderate.” The data sensitivity classifications for confidentiality, integrity, and availability are all moderate for the following reasons:

- Confidentiality—Moderate—Participant data contains personal information that is protected by the Privacy Act. The loss of confidentiality could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals.
- Integrity—Moderate—Participant data is considered unclassified, sensitive information that must be protected from unauthorized modification, destruction and/or deletion. Much of this information is related to direct monetary payments to beneficiaries or reimbursement of medical or legal expenses. Unauthorized modification or destruction of the data would certainly result in serious adverse effects such as limited financial loss to DOL, but the overall effects cannot be classified as severe or catastrophic since life/limb and national security would not be impacted.
- Availability—Moderate—Participant data must be available to system users at all times. However, even several days of unavailability would not result in hardship to the American public, OASAM OCIO, VETS, or their partners, based on the current data and DOL GSS Security Plus.

### **3.5.5 ESSENTIAL COMMUNICATIONS REQUIRED BETWEEN THE PARTIES REGARDING CMS**

Frequent and formal communications are essential to ensure the successful management and operation of the connection process. The parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. All communications described herein must be conducted via email correspondence, unless otherwise noted.

The parties agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation. To safeguard the confidentiality, integrity, and availability of the data stored, processed, and transmitted on or between, the parties agree to provide notice of specific events within the time indicated in this section.

### **3.5.6 SECURITY INCIDENTS RELATED TO CMS**

Technical staff will promptly notify their designated counterparts when a security incident(s) is suspected or confirmed, so the other party may take steps to determine whether its system has



been compromised and to take appropriate security precautions. All security incidents (whether suspected or confirmed) will be reported immediately at the following email address/phone number: [enterpriseservicedesk@dol.gov](mailto:enterpriseservicedesk@dol.gov) / (855) 522-6748. Technical staff will provide reasonable support to their counterparts in support of analysis and/or investigation into any security incidents. In addition, the application owner will receive formal notification in writing within five (5) business days after detection of the incident(s).

### **3.5.7 DISASTERS AND CONTINGENCY RELATED TO CMS**

In the event of a disaster, technical staff for the system experiencing the disaster will immediately notify their designated counterparts that a disaster has occurred and describe the contingency operations undertaken or to be undertaken to avoid a disruption of the interconnected systems.

### **3.5.8 MATERIAL CHANGES TO SYSTEM CONFIGURATION IN CMS**

VETS will report planned material changes to the system architecture to Lacey Veterans Services Hub's technical staff before such changes are implemented. The initiating party agrees to conduct a risk assessment based on the new system architecture that complies with the DOL Systems Development Life Cycle Management Manual (SDLCMM) and the risk assessment methodology prescribed in the DOL Computer Security Handbook. In the event of material changes to the system's configuration, the parties agree to modify and resign the MOU within one (1) month of implementation.

### **3.5.9 PERSONNEL CHANGES RELATED TO CMS**

The parties agree to provide notification of the separation or long-term absence of their respective application/system owner or technical lead. Provide immediate notification when separation is involuntary and within 5 business days when separation is voluntary. In addition, both parties will provide notification of any changes to the point-of-contact information.

### **3.5.10 SECURITY**

Any Lacey Veterans Services Hub files that relate to VETS program and participants are treated as protected under the Privacy Act of 1974, as amended. Both parties agree to work together to ensure the joint security of the Lacey Veterans Services Hub files that relate to the VETS program and participants throughout any transmission, processing, storage, or disposal. Each party certifies that any application or system on which the Lacey Veterans Services Hub files reside and the handling of all Lacey Veterans Services Hub files is designed, managed, and operated in compliance with all relevant federal laws, regulations, and policies, including the following:

- a. The data will be stored in an area physically safe from access by unauthorized persons

- during duty hours as well as non-duty hours or when not in use.
- b. The data will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records.
  - c. All personnel who will have access to the data will be advised of its sensitive nature, the safeguards required protecting it, and the civil and criminal sanctions for noncompliance contained in federal statutes.
  - d. Each party will sanitize or destroy information system digital media prior to its disposal or release for reuse outside the organization, to prevent unauthorized individuals from gaining access to and using the information contained on the media.
  - e. Within ten years after creating or receiving the data and case file documents, each party will assess and determine the need for maintaining the data extracts. Once it is determined that the data extracts are no longer required, the data extracts will be immediately erased or destroyed as per each party's media or information sanitization policies and procedures.
  - f. The data provided by VETS will not be duplicated or disseminated within or outside Lacey Veterans Services Hub without the written approval of VETS. To obtain approval, Lacey Veterans Services Hub must specify in writing (email acceptable) what records are being disclosed, to whom, and the reasons that justify such disclosure.
  - g. Lacey Veterans Services Hub understands and agrees that the data transmitted from/to VETS from/to Lacey Veterans Services Hub remains VETS data that is subject to the Privacy Act and to the System Notice for DOL/VETS-7, (Veterans' Employment and Training Service/Transition Assistance Program/Employment Navigator System). Lacey Veterans Services Hub also understands and agrees that, absent a court order from a court of competent jurisdiction (generally a federal court), Lacey Veterans Services Hub may only use such data pursuant to this MOU and DOL/VETS' interpretation of a routine use published in DOL/VETS-7 and in a manner that is compatible with the purpose for which the record was created.
  - h. Lacey Veterans Services Hub agrees to maintain audit trails for all systems to which any information derived from the data transmitted from the DOL GSS resides and to regularly analyze to identify unauthorized activity. Lacey Veterans Services Hub also agrees to assist DOL in mutually agreed upon, prescheduled reviews of Lacey Veterans Services Hub's compliance with DOL/VETS' disclosure principles.

### **3.6 PERFORMANCE**

The ability to measure performance objectives both qualitatively and quantitatively through metrics that demonstrate the impacts of this partnership is critical. When CMS is available Lacey Veterans Services Hub will provide VETS individualized demographic outcome/output information on TSMs/S who used their services, as well as outcomes and outputs related to the selected services they have rendered, aggregated customer satisfaction reports, as per all relevant data fields applicable to OMB Control Number 1293-0016 which relates to TAP performance data collection. OMB 1293-0016 is located at:

- <https://www.reginfo.gov/public/do/PRAOMBHistory?ombControlNumber=1293-0016>

If CMS is unavailable, VETS will provide Lacey Veterans Services Hub with a monthly reporting sheet based upon the data fields applicable to OMB Control Number 1293-0016. Lacey Veterans Services Hub will provide the completed report back to VETS by close-of-business Thursday of the first full week of each month. VETS will provide monthly data on TSMs/S that were referred to Lacey Veterans Services Hub by ENs, as well as monthly data on TSMs/S that were given general information on Lacey Veterans Services Hub.

#### **4.1 ATTESTATION ON STANDARDS OF OUTSIDE PERFORMANCE**

Lacey Veterans Services Hub will conduct themselves with the highest degree of integrity and honesty. Lacey Veterans Services Hub will exercise due diligence to prevent criminal conduct and promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law. Lacey Veterans Services Hub will promptly disclose in writing if it has credible evidence that a principal, employee, agent or subcontractor has committed a violation of criminal law involving fraud, conflict of interest, bribery or gratuity violations or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

VETS, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to Lacey Veterans Services Hub's disclosure as confidential where the information has been marked "confidential" or "proprietary" by Lacey Veterans Services Hub. To the extent permitted by law and regulation, such information will not be released by VETS to the public pursuant to a Freedom of Information Act request, 5 U.S.C. 552, without prior written notification to Lacey Veterans Services Hub. VETS may transfer documents provided by Lacey Veterans Services Hub to any department of agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

Lacey Veterans Services Hub will ensure that they comply with the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206).

#### **4.2 AUTHORIZING OFFICIALS (AO) RESOLUTION AND CONSENT TO MONITORING**

After the initial phases of the incident response plan have been executed (response, containment, and triage), the AO or Point of Contact (POC) should be notified and provided with what is known at that point in time. Within five (5) days receipt of a written request for information, the AO for the system that is the subject of the investigation shall provide all relevant documentation and other evidence of information necessary to support the investigation.

#### **5.1 REPRESENTATIVES OF THE PARTIES**

The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable written notice (email

acceptable) to the other Party.

**For Lacey Veterans Services Hub:**

Keith Looker  
Lacey Veterans Services Hub Manager  
City of Lacey, Washington  
420 College Street SE  
Lacey, WA 98503  
Email: keith.looker@laceyveteranshub.org  
Phone: 360-456-3850

**For VETS:**

Mike Slater  
TAP Lead, Policy, Partnerships, and Outreach  
Department of Labor, Veterans' Employment and Training Service  
200 Constitution Ave. NW  
Washington, DC 20210  
Phone: (202) 693-4747  
Email: slater.michael.c@dol.gov

## **6.1 AUTHORITY**

The authority for this MOU is based on the following:

- Section 1144(d)(7) of Title 10, U.S.C.. authorizes the Secretary of Labor to take other necessary action to develop and furnish information and services to TSMs/S about programs or organizations that have experience in career management activities which may be of assistance after separation from the armed services.
- Section 4102A(b)(2) of Title 38, U.S.C.. requires the Secretary of Labor to encourage VETS to enter into cooperative arrangements with private industry and business concerns (including small business concerns owned by veterans or disabled veterans), educational institutions, trade associations, and labor unions.
- The Privacy Act of 1974, as amended, 5 U.S.C. 552a.
- Federal Information Security Modernization Act of 2014 (FISMA), 44 U.S.C. 3551 et seq.
- Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources.
- Federal Information Processing Standards (FIPS) Publication 199, Standards for Security Categorization of Federal Information and Information Systems.
- FIPS Pub 200, Minimum Security Requirements for Federal Information and

Information Systems.

- National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, Rev. 1, Guide for Developing Security Plans for Information Technology Systems.
- NIST SP 800-30, Risk Management Guide for Information Technology Systems.
- NIST SP 800-53, Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations.
- Department of Labor Manual Series 9, Chapter 400—Information Technology Security.
- Department of Labor Computer Security Handbook (CSH) v. 5.0.

## **7.1 PERIOD OF AGREEMENT/MODIFICATION/CANCELLATION**

This MOU shall be in effect upon signature of both Parties for three years after the date of last signature. Any modifications to this MOU must be by mutual written consent and signed by authorized representatives for each Party. Either Party may terminate this MOU at any time and for any reason without incurring any liability by giving written notice to the other party at least 30 days in advance.

## **8.1 COSTS AND EXPENSES**

Each organization represented by this MOU will bear the costs and expenses of their assigned responsibilities. The MOU will not involve the transfer of funds or the use of personnel. This MOU does not obligate or authorize the obligation of federal funds. Lacey Veterans Services Hub is collaborating with VETS in furtherance of both parties' complimentary missions. Lacey Veterans Services Hub hereby waives any claim for compensation and acknowledges that Lacey Veterans Services Hub has sole responsibility for directing and managing Lacey Veterans Services Hub personnel.

## **9.1 TERMS AND CONDITIONS**

- i. Lacey Veterans Services Hub will not use this MOU to sell or promote any products or services. To the extent permitted by law and as appropriate, all products or services containing VETS content will be offered at no cost to VETS' customers.
- ii. This agreement is not intended to be an exclusive arrangement. The relationship established in this agreement in no way limits VETS or Lacey Veterans Services Hub from establishing similar relationships with any other entity.
- iii. This MOU may not be assigned or otherwise transferred by either Party, in whole or in part, without the expressed prior written consent of the other Party, which shall not be

unreasonably withheld.

- iv. Completion of this MOU is subject to DOL's vetting process.

#### **10.1 EFFECT OF AGREEMENT**

1. This MOU is an agreement between the signatory organizations and defines in general terms the basis upon which the Parties will work in cooperation and partnership. It does not create any legal obligation on the part of either Party and it is not intended to confer any right upon any private person.
2. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting either Party's normal operations or decisions in carrying out its statutory or regulatory duties. This MOU does not limit or restrict the Parties from participating in similar activities or arrangements with other entities.
3. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or provide preferential or special treatment through the grants awarding process.
4. This MOU will be executed in full compliance with all applicable statutes and regulations, including the Privacy Act of 1974, the Freedom of Information Act, and the Federal Records Act.
5. Data transferred between Lacey Veterans Services Hub and VETS will be de-identified individualized data of employment outcomes and trends.

#### **11.1 RESOLUTION OF DISPUTES**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to the designated representatives, identified in Section 5.1 of this MOU, for appropriate resolution.

#### **12.1 AUTHORITY OF AGENCY OFFICIAL SIGNATORIES**

The person(s) executing this MOU warrants that he, she, or they have the authority to execute this agreement on behalf of their respective Party.

**13.1 AUTHORIZING SIGNATURES**

In WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the dates indicated below.

**U.S. Department of Labor**

JAMES RODRIGUEZ Digitally signed by JAMES RODRIGUEZ  
Date: 2022.06.21 10:43:24 -04'00'

\_\_\_\_\_  
Signature

James Rodriguez  
Printed Name

Assistant Secretary of Veterans' Employment  
and Training Service (VETS)  
Title

06/21/2022  
Date

**City of Lacey**

  
\_\_\_\_\_  
Signature

Scott Spence  
Printed Name

Lacey City Manager  
Title

6/28/2022  
Date

