

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

1. **PURPOSE:** The purpose of this MOU is to enter into an agreement between the Merced County Workforce Investment Board and the Partners of the One-Stop system as required by section 121 of the Workforce Investment Act of 1998 (WIA).

This agreement is entered into in a spirit of cooperation by the signatory agencies to describe how their various funding and institutional resources can be utilized to better serve mutual customers, both job seekers and employers, identified as mutual customers, through an integrated system of service delivery operated in the Merced County's One-Stop System. It is understood that the development and implementation of this Center will require mutual trust and teamwork between the agencies, all working together as partners to accomplish shared goals.

2. **PARTIES:** The parties to this Memorandum of Understanding (MOU) are:

Merced County Workforce Investment Board

1880 West Wardrobe Avenue
Merced, CA 95340 (209) 385- 7324

California State Department of Rehabilitation

3333" M" Street
Merced, CA 95348 (209) 726-6529, TDD (209) 725-3962

3. **THE ONE-STOP SYSTEM:** WIA requires that the Merced County Workforce Investment Board, with the agreement of the Chief Elected Official (CEO), develop and enter into a memorandum of understanding (MOU) with each local partner concerning the operation of the One-Stop delivery system in the local area (WIA, Section 121 (c) (1). The MOU will outline how the local One-Stop system will function. MOUs must be included with the submission of the local Workforce Investment (WIA) plan.

California's One-Stop Career Center System Vision reflects a new approach to workforce preparation and highlights the role workforce preparation plays in economic development. The One -Stop Vision is built upon four guiding principles which are the essence of the One-Stop delivery system:

- **Integrated:** offering as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.

- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
 - **Customer Focused:** the ability to support informed choices by providing a means for customers to judge the quality of these services.
 - **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.
4. **STATEMENT OF ISSUE:** As a mandatory partner in the Workforce Investment Act (WIA), the State of California Department of Rehabilitation (DR) enters into a Memorandum of Understanding (MOU) with The Merced County (Local) Workforce Investment Board, hereafter referred to as LWIB. This MOU reflects the manner in which DR will participate in and provide access to its services through the one-stop system of service delivery.
5. **TERMS AND CONDITIONS OF MOU:** The DR will financially participate in the operating costs of those One-Stop centers in which the DR is co-located. Allocation and payment of the operating costs of the One-Stop Center that are attributable to the DR, if any, will be addressed in separate financial participation contract between the DR and the One-Stop Operator, designated by the LWIB. Such financial participation contracts shall conform with State standard contractual requirements and with all applicable statutes and regulations regarding such contracts. This MOU will be incorporated by reference in any such financial participation contracts between the DR and the One-Stop Operator.
6. **JOINT PLANNING:** The DR agrees to participate in a joint planning process which results in the development of the local WIA Plan, submitted to the State in accordance with issued WIA guidelines. The DR agrees to engage in planning, plan development, and modification activities that result in:
- 1) Continuous partnership building between all parties to this agreement;
 - 2) Continuous partnership building and planning responsive to State requirements;
 - 3) Continuous partnership between State and local representatives engaged in Workforce Investment Act activities and related workforce preparation and development;
 - 4) Response to specific local and economic conditions, including employer needs;
 - 5) Adherence to strategic planning principles adopted for WIA long-range planning, Including the requirement for continuous improvement;
 - 6) Adherence to common data collection and reporting, including needs for modification or change;
 - 7) Diligence in developing coordinated local leadership in Workforce development through:

- ▶ Responsiveness to customer needs;
 - ▶ Maintenance to system infrastructure
 - ▶ Shared technology and information; and
 - ▶ Performance management to measure the success of the One-Stop system, overall and to enhance performance in spirit of quality management and continuous improvement;
- 8) The DR's appropriate contribution to meeting the performance standards negotiated between the State and local Workforce Investment Boards and attached to this Memorandum of Understanding.
- 9) The partners to the MOU agree to collaborative marketing strategy through the One-Stop system.
7. **DURATION:** This MOU shall become effective on July 1, 2000 and terminate on June 30, 2002 and will continue in effect until such time as it is revised, extended, or terminated as provided below.

This MOU is of no force or effect until signed by authorized representatives of the participating agencies, and until approved by the Chief Local Elected Official. The MOU, once signed, becomes a part of the local WIA Plan.

This MOU may be extended by written agreement between the LWIB and DR, provided such agreement is signed by both entities, prior to termination date of this agreement, and contains the following:

1. A statement of intent to continue all provisions of the MOU;
2. Revised effective and termination dates;
3. Dated signatures of the District Administrator on behalf of the DR and the Chief Elected Official of the WIB.

Either party to this MOU may terminate its participation in this MOU without cause, by delivering a thirty (30) day written notice to terminate to the other party.

8. **MODIFICATIONS:** This MOU may be revise or modified with the approval of both the LWIB and DR. A request by one party to this MOU for revision or modification must be presented in writing to the other party. Any modification or revision to the MOU must be in writing and signed by the District Administrator on behalf of DR and the Chairperson of the LWIB or his/her designee on behalf of the LWIB.

Extension Policy:

This MOU may be extended by written agreement between the LWIB and DR, provided such agreement is signed by both entities prior to the termination date of this agreement and contains the following:

1. A statement of intent to continue all provisions of the MOU;

2. Revised effective and termination dates; and
3. Dated signatures of the District Administrator on behalf of DR and the Chairperson of LWIB or his/her designee on behalf of the LWIB.

9. **ONE-STOP SYSTEM DESCRIPTION:** The One-Stop system description in the local WIA plan, including modifications thereto, is incorporated into this MOU by reference.

10. **CONFIDENTIALITY: Specific to Department of Rehabilitation**

The LWIB agrees that when any individual applies for or receives services from DR through the One-Stop Center, all information regarding such application for or receipt of services shall be confidential information subject to the provisions of 34 CFR, Section 361.38 and Title 9, California Code of Regulations, Sections 7140-7143.5, as amended.

The LWIB will require the One-Stop Operator to develop and implement appropriate policies and procedures to assure that:

- 1) Any information contained in the records of the One-Stop Center or other One-Stop Partners, that identifies an individual as having applied for or received services, including, but not limited to application, eligibility and referral records, shall be maintained by the One-Stop Operator and One-Stop Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by the One-Stop Operator and One-Stop Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;
- 2) Any information regarding any individual who has applied for or received services, including the fact that the individual is an applicant or client of DR, shall not be disclosed by the One-Stop Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;
- 3) Requests by an One-Stop Partner or the One-Stop Operator for information in DR files concerning an applicant or client for DR services shall be accompanied by a written authorization from the applicant or client, consistent with the regulations set forth above; and
- 4) Any information provided by DR to a One-Stop Partner or the One-Stop Operator shall be subject to the prohibition against re-disclosure contained in Title 9, California Code of Regulations, Section 7142.5

The DR agrees that it shall provide to the LWIB and to the One-Stop Operator, information regarding applicants or clients who applied for or received services from DR through the One-Stop Center, as needed for reporting and tracking as required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

11. OTHER CRITERIA

- A. RELEASE OF INFORMATION:** Exchanged information shall remain private and confidential in accordance those specific restrictions for DR, as listed above, with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.
- B. CROSS REFERRAL:** The partners will adopt Common Intake/Cross-referral arrangements, which includes, by reference, those listed in the local WIA plan, including modifications thereto. The methods and/or resources utilized may include some or all of the following: Cross-training of staff, in-house staff, electronic case management system, co-enrollments, appointments, e-mail, and phone calls.
- C. RESOURCE SHARING:** The partners agree to share resources in the daily operation of the One-Stop system. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partner's allocations and budgets are known and the One-Stop system evolves. The One-Stop system is a work in progress, and its costs and the partners resource contributions, will not remain static from month-to-month or from year-to-year.
- D. STAFFING RESPONSIBILITIES: Specific to CA State Department of Rehabilitation: Administrative and Operational Management:**
It is understood that DR and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The LWIB will assure to the extent possible that the One-Stop 4 Operator will work with all partners in developing and implementing policies and procedures for the One-Stop Center, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

Federal law authorizes the DR to provide vocational rehabilitation services only to persons who are determined to be eligible for such services, and DR's funding accordingly cannot be used to pay for core services that are available to every customer of the One-Stop Center.

Providing access by individuals with disabilities to core services as required by the Americans with Disabilities Act, Section 504, is the responsibility of the One-Stop Operator. The DR is not authorized to provide funding necessary to assure access to core services.

E. SYSTEM INTEGRATION: Responsibilities and joint planning efforts to be shared by the partners.

The DR agrees to provide Intensive Services, as defined in WIA Section 134(d)(3), 29 U.S.C. Section 288(d)(3), to an eligible individual who is:

- (1) Determined by the One-Stop Operator to be eligible for such services under WIA Section 134(d)(3)(A), 29 U.S.C. Section 2864(d)(3)(A), because the individual is:
 - (a) Unemployed and unable to obtain employment through core services;
 - (b) in need of intensive services to obtain employment; or
 - (c) employed but in need of intensive services to obtain or retain employment that allows for self-sufficiency; and
- (2) Determined by the DR to be eligible for vocational rehabilitation services under Rehab Act, and applicable federal and state regulations.

F. INTENSIVE SERVICES: Intensive services that the DR may provide to individuals eligible for vocational rehabilitation services include but are not limited to:

1. Assessment for determining priority for services under Order of Selection;
2. Vocational rehabilitation counseling, guidance and referral services;
3. Comprehensives and specialized disability related assessments;
4. Development of Individual Plan for Employment (IPE);
5. Group rehabilitation counseling;
6. Individual disability related counseling and career planning;
7. Case management;
8. Short-term prevocational services;
9. Job search and placement assistance;
10. Physical and mental restoration services necessary for participation in intensive services (medical or medically related rehabilitation services e.g., hearing aide, eyeglasses, and visual services);
11. Transportation services necessary to participate in intensive services, including mobility evaluation, vehicle purchase, vehicle modification, vehicle maintenance, and vehicle insurance;
12. Services to family members;
13. Supported employment services;
14. Rehabilitation technology, including assistive technology/devices needed to complete training;
15. Job coaching;
16. Maintenance services;
17. Post employment services;
18. Personal assistance services (e.g. personal care services and the more traditional

- reader, note taker, tutor, interpreter, driver, and other personal services);
- 19. Homemaker services;
- 20. Self-employment services; and
- 21. Other vocational rehabilitation services determined necessary for the individual with a disability to achieve an employment outcome.

Training Services:

The DR agrees to provide training services, as defined in WIA Section 134 (d)(4), 29 U.S.C. Section 2864(d)(4), to an eligible individual whom:

- obtain
- 1. (a) Has been determined to be eligible for intensive services under WIA Section 134(d)(4)(A), 29 U.S.C. Section 2864(d)(4)(A), but who has been unable to obtain employment;
 - (b) Has been determined by the One-Stop Operator or One-Stop Partner to be in need of training services and who has the skills and qualifications to successfully participate in a training program;
 - (c) Selects a training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
 - (d) Is not qualified for federal grant assistance or who needs assistance beyond that available through such grant assistance programs; or
 - (e) Meets applicable priority criteria for training services established under WIA section 1334(d)(4)(E), 29 U.S.C. Section 2864(d)(4)(E); and
 - 2. Is determined by the DR to be eligible for training , as a vocational rehabilitation service, under the Rehab Act, and applicable federal and state regulations.

Training services that the DR may provide to persons eligible for vocational rehabilitation services include but are not limited to:

- 1. Vocational rehabilitation counseling, guidance and referral services related to training;
- 2. Assessment for determining training needs;
- 3. Vocational and other training services, such as funding for personal and vocational adjustment training, on-the-job training books (including alternate format books accessible by computer and taped books), tools, occupational licenses, and other training materials;
- 4. Physical and mental restoration services necessary for participation in training services (medical or medically related rehabilitation services e.g., hearing aide, eyeglasses, and visual services);
- 5. Transportation services necessary to participate in intensive services, including mobility evaluation, vehicle purchase, vehicle modification, vehicle maintenance, and vehicle insurance;
- 6. Rehabilitation technology, including assistive technology/devices needed to complete training;

7. Maintenance services for expenditures resulting from participation in a training program that exceeds normal living expenses;
8. Personal assistance services needed to complete training (e.g. personal care services and more traditional reader, note taker, tutor, interpreter, driver, and other personal services);
9. Other vocational rehabilitation services related to training and determined to be necessary for the individual with a disability to achieve an employment outcome. Nothing in this MOU will alter the responsibility imposed upon DR, pursuant to 34CFR Section 361.13(c), for all decisions regarding vocational rehabilitation services, in cooperation with the individual receiving such services, including but not limited to:
 1. Decisions concerning eligibility for vocational rehabilitation services;
 2. The nature and scope of such services;
 3. The provision of such services; and
 4. The allocation and expenditure of DR funding.

If an individual would not be eligible for intensive or training services under eligibility criteria established by WIA, but would be eligible to receive such services through DR's vocational rehabilitation program, such individual may be provided such services through DR's vocational rehabilitation program.

If the DR eligible consumer is placed on a waiting list, as a result of order of selection, a referral will be made for training to the LWIB in a manner consistent with the LWIB policy on Individual Training Accounts.

- G. **CAPACITY BUILDING:** Partners agree that all necessary steps will be taken to ensure a service-oriented, professional environment and a competent, informed staff.
12. **DISPUTES:** The LWIB and DR agree to communicate openly and directly resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible.

In the event of a resolution impasse between the DR and another One-Stop Partner or between DR and the One-Stop Operator, an attempt to resolve the impasse shall first be made between the parties involved in the disagreement. If the impasse cannot be resolved through those efforts, each party agrees to separately submit a written explanation to Merced County Workforce Investment Board describing the nature of the dispute, steps taken to resolve differences, and recommended solution (s) to resolve the impasse. If the dispute cannot be resolved through the local Board, then the matter must be referred to the State Workforce Investment Board for resolution.

13. **ASSURANCES AND CERTIFICATIONS:** The Parties agree to abide by all applicable non-discrimination State and Federal laws. The LWIB and One-Stop Operator will

ensure that policies and procedures established by the LWIB and One-Stop Operator are in compliance with the Americans with Disabilities Act (ADA).

14. **INDEMNITY CLAUSE:** The DR agrees to defend, indemnify, and hold harmless the LWIB, the County of Merced, its officers, employees and agents, including the One-Stop Operator, from and against any and all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused from the negligent or intentional acts or omissions of DR, its officers, agents or employees.

The LWIB, the County of Merced, its officers, employees and agents, including the One-Stop Operator, shall defend, indemnify, and hold harmless the DR, its officers, employees and agents from and against all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the LWIB, its officers, agents or employees.

15. **INSURANCE:** The Partners agree that their current, in-force insurance or self-insurance coverage programs shall apply to their operations performed under the Workforce Investment Act and at the One-Stop Center, including General and Automobile Bodily Injury and Property Damage Liability, Business Personal Property, Workers' Compensation and Employee Dishonest/Crime coverages.

16. **AUTHORITY AND SIGNATURES:** The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

Merced County Workforce Investment Board

_____ Date _____
Steve Tinetti, Chair, Merced County Workforce Investment Board

Merced County Board of Supervisors

_____ Date _____
Chair, Merced County Board of Supervisors

One-Stop Partner: California State Department of Rehabilitation

_____ Date _____
Arturo Lopez, District Director, State Department of Rehabilitation

APPROVED AS TO LEGALITY AND FORM
DENNIS L. MYERS, COUNTY COUNSEL

By _____ Date _____
Deputy