

# MEMORANDUM OF UNDERSTANDING

between

**THE MADERA COUNTY WORKFORCE INVESTMENT BOARD**

**and**

**THE STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION**

Title I of the Workforce Investment Act of 1998 (WIA) requires each local workforce investment area to establish a One-Stop system for the delivery of certain Federal workforce development services. One-Stop partners are to collaborate to create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services. The system must include at least one comprehensive physical center that provides core services and access to the other activities carried out by the partners.

The WIA specifies that the required One-Stop partners include programs funded by the United States Departments of:

- **Labor**  
Title I of WIA, Wagner-Peyser, Unemployment Insurance, Trade adjustment Assistance, NAFTA Transitional Adjustment Assistance, Welfare-to-Work, Senior Community Service Employment, and Veterans Workforce Investment programs and activities under 38 USC Chapter 41,
- **Education**  
Vocational Rehabilitation, Adult Education, and Postsecondary Vocational education,
- **Health and Human Services**  
Community Services Block Grant; and
- **Housing and Urban Development**  
Employment and Training activities

The WIA also authorizes any other appropriate program to serve as a partner, including the Temporary Assistance to Needy Families, Food Stamp Employment and Training and Work programs. The partner is the entity responsible for the administration of the program in the local area, which in many cases may be a State agency.

Section 121(c)(1) of the Workforce Investment Act requires the local Workforce Investment Board (WIB) to enter into a Memorandum of Understanding (MOU) with local partners regarding the operation of the One Stop delivery system. MOU's must be executed between the local WIB and the One-Stop partners.

## **Integrated Delivery of Services (Informational Item)**

Beginning July 1, 2008 Madera County Workforce Investment Board and the One Stop will be engaged in a learning lab environment, with 11 other local workforce investment areas in the state, for at least one year wherein the Employment Development Department/Wagner-Peyser and the Madera County Office of Education/Workforce Development Office/Workforce Investment Act Operator will integrate delivery of services to all customers entering and utilizing the One Stop system. This will require registration into the Virtual One Stop Case Management System and enrollment of all customers into Wagner-Peyser and WIA concurrently. EDD staff and WIA staff will work together on teams to assure successful navigation and transition of the customers through a revised customer flow that will provide for more immediate skill enhancement/upgrade to provide for increased opportunities to the customers for employment, while at the same time providing a more skilled workforce to the employer community. One of the other primary purposes of this integration project is to accurately capture the numbers of customers and the services being provided by the One Stop.

### **Purpose of Memorandum of Understanding:**

- I. To define and reinforce (or establish) the relationship between the Workforce Investment Board and the designated Partner Agency;
- II. To define the roles and responsibilities of these entities, in the performance of their combined goal of establishing a workforce development system through a One-Stop method of service delivery that is:
  - Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access to the system overall;
  - Comprehensive (offering a large array of useful information with wide and easy access to needed services);
  - Customer Focused (providing the means for customers to judge the quality of services and make informed choices); and
  - Performance based (or based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction); and
- III. To describe how costs of services and the operating cost of the system will be funded.

### **Statement of Issue:**

As a mandatory partner in the Workforce Investment Act (WIA), the State of California Department of Rehabilitation (DOR) enters into a Memorandum of Understanding (MOU) with the Madera County Workforce Investment Board (MCWIB) regarding the manner in which DOR will participate in and provide access to its services through the one-stop system of service

delivery. Any questions about this MOU should be directed to the **San Joaquin Valley District Administrator**.

**Terms and Conditions of MOU:**

The DOR will financially participate in the operating costs of those One-Stop Centers in which DOR staff is co-located. Allocation and payment of the operating costs of the One-Stop Center that are attributable to DOR, if any, will be addressed in separate financial participation contracts between DOR and the One-Stop Operator(s) designated by the MCWIB. Such financial participation contracts shall conform to the State's standard contractual forms and comply with all applicable statutes and regulations regarding such contracts. This MOU shall be referenced in such financial participation contracts.

The DOR 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 DOR agrees to engage in planning, plan development, and modification activities, as authorized by applicable law that results 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:
  - a) Responsiveness to customer needs;
  - b) Maintenance to system infrastructure
  - c) Shared technology and information; and
  - d) Performance management to measure the success of the One Stop system overall and to enhance performance in a spirit of quality management and continuous improvement. and
8. Defining DOR's appropriate contribution to meeting the performance standards negotiated between the State and local Workforce Investment Boards.

**Effective Dates:**

This MOU shall become effective on July 1, 2008 and terminate on June, 30, 2011 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.

**Revisions and Modifications:**

This MOU may be revised or modified with the approval of both the MCWIB and DOR. 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 DOR **or his/her designee on behalf of DOR** and the Chairperson of the MCWIB or his/her designee on behalf of the MCWIB.

**Extension Policy:**

This MOU may be extended by written agreement between the MCWIB and DOR, 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 the DOR **or his/her designee on behalf of DOR** and the Chairperson of the MCWIB or his/her designee on behalf of the MCWIB.

**Termination Policy:**

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

**Non-discrimination Clause:**

- A. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions, age (over 40), or marital status. Nor shall any partner or the Workforce Investment Board, including the One-Stop Operator, deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners and Madera Workforce Investment Board, including the One-Stop Operator, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.).
- B. The MCWIB will ensure that policies and procedures established by the Workforce Investment Board, including the One-Stop Operator, and programs and services provided by and through the One-Stop Center(s) are in compliance with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**Services Provided:**

The DOR will ensure that services are provided by assigning staff to local One-Stop Center(s) and training One-Stop Operator and Partner staff in the delivery of information about the services available to eligible individuals.

The DOR agrees that it will provide the following services to individuals whom DOR determines eligible for such services and for whom such services are necessary and appropriate, consistent with federal and state law.

**Core Services:**

As a general rule, the DOR may not participate in the provision of core services, as defined in WIA Section 134(d)(2), 29 U.S.C. Section 2864(d)(2), to customers of the One Stop Center, because such core services generally are not authorized and provided under DOR's vocational rehabilitation program. Federal law authorizes the DOR to provide vocational rehabilitation services only to persons who are determined to be eligible for such services, and DOR'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 DOR is not authorized to provide funding necessary to assure access to core services.

The DOR will participate in scheduled Orientations of One-Stop Center Customers for the purpose of informing individuals of services that are available should they be determined eligible for and in need of services offered by DOR.

The DOR will provide copies of available informational documents and brochures for inclusion in the One-Stop Center Resource Room.

**Intensive Services:**

The DOR agrees to provide intensive services, as defined in WIA Section 134(d)(3), 29 U.S.C. Section 2864(d)(3) and California Unemployment Insurance Code, Division 7, Section 14230 (4) 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 DOR to be eligible for vocational rehabilitation services under the Rehabilitation Act, and applicable federal and state regulations.

Intensive services that the DOR 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. Comprehensive 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
11. medical or medically related rehabilitation services e.g., hearing aides, eyeglasses, and
12. isual services);
13. Transportation services necessary to participate in intensive services, including mobility
14. valuation, vehicle purchase, vehicle modification, vehicle maintenance, and vehicle insurance;
15. Services to family members;
16. Supported employment services;
17. Rehabilitation technology, including assistive technology/devices;
18. Job coaching;
19. Maintenance services;
20. Post employment services;
21. Personal assistance services (e.g. personal care services and the more traditional reader, note taker, tutor, interpreter, driver, and other personal services);
22. Homemaker services;
23. Self-employment services; and
24. Other vocational rehabilitation services determined necessary for the individual with a disability to achieve an employment outcome.

### **Training Services:**

The DOR agrees to provide training services, as defined in WIA Section 134(d)(4), 29 U.S.C. Section 2864(d)(4) and California Unemployment Insurance Code, Division 7, Section 14230 (5) to an eligible individual whom:

- 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 134(d)(4)(E), 29 U.S.C. Section 2864(d)(4)(E)
2. Is determined by the DOR to be eligible for training, as a vocational rehabilitation service, under the Rehab Act, and applicable federal and state regulations.

Training services that the DOR 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 (medical or medically related rehabilitation services e.g., hearing aids, eyeglasses, and visual services);
5. Transportation services necessary to participate in training, 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 the 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 DOR, pursuant to 34 CFR 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 DOR 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 DOR's vocational rehabilitation program, such individual may be provided such services through DOR's vocational rehabilitation program.

If the DOR eligible consumer is placed on a Waiting List, as a result of Order of Selection, a referral will be made for training to the MCWIB in a manner consistent with the MCWIB policy on Individual Training Accounts.

### **Location of One-Stop Sites:**

The Madera County Workforce Investment Board will establish a minimum of one physical location within the workforce investment area in which all One-Stop Partners will provide access to the services provided under WIA. The parties agree that such One-Stop Center shall be located at 209 E. 7<sup>th</sup> Street, Madera, CA, 93687. The DOR agrees that it will provide access to the services described in this MOU at such location. This location may be changed by the MCWIB during the term of this MOU, upon reasonable advance notice but not to be less than thirty (30) days of such change to DOR.

If the MCWIB establishes additional One-Stop Centers within its local workforce investment area, the Fresno District Administrator will determine the extent and manner in which it will participate in such additional centers. However, access to DOR services will be made available at all locations.

### **Methods of Referral:**

The MCWIB, its designated One-Stop Operator, and DOR agree to jointly develop and implement processes and forms for common intake and referral among the One-Stop Partners, and to modify such processes and forms as necessary.

The DOR agrees to train and provide technical assistance to the staff of each participating One-Stop Partner, on topics that include but are not limited to eligibility for and scope of allowable services.

The MCWIB will require the other One-Stop Partners to provide training to DOR staff regarding the partner's programs and eligibility criteria.

The DOR agrees to refer its applicants and clients to other One-Stop Partners or One-Stop Center when such individuals may be eligible for the partner's services. The MCWIB will require the other One-Stop Partners to refer applicants for and clients of their services to DOR, when such individuals may be eligible for DOR services.

**Resource Sharing:**

Resource sharing is the methodology through which One-Stop partner programs pay for, or fund, their equitable share of the costs.

The partners agree to share resources in the daily operations of the One-Stop system. It is expressly understood that this MOU does not constitute a financial commitment, but rather intend 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.

A Resource Sharing Matrix will be provided on an annual basis to partners for review and will be revised if necessary. The resources outlined in the matrix will only be resources that provide benefit to the One-stop system as a whole, but funded solely through each partners funding source.

**Confidentiality:**

The MCWIB agrees that when any individual applies for or receives services from DOR 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 MCWIB will require the One-Stop Operator(s) 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 DOR, shall not be disclosed by the One-Stop Operator or any One-Stop Partner, absent a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
3. Requests by any One-Stop Partner or the One-Stop Operator for information in DOR files concerning an applicant or client for DOR 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 DOR 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 DOR agrees that it shall provide to the MCWIB and to the One-Stop Operator information regarding applicants or clients who applied for or received services from the DOR through the One-Stop Center as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

#### **Administrative and Operational Management:**

It is understood that DOR and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The MCWIB will assure to the extent possible that the One-Stop 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.

#### **Administrative Dispute Resolution:**

The MCWIB and the DOR agree to communicate openly and directly to 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 DOR and another One-Stop Partner or between DOR 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 Madera County Workforce Development Office staff describing the nature of the dispute, steps taken to resolve differences, and recommended solution(s) to the impasse. Madera County Workforce Development Board staff will confer with the District Administrator and the highest-ranking official of any other organization in dispute to resolve the impasse.

#### **Indemnification:**

DOR shall defend, indemnify and hold harmless the MCWIB, 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 by or result from the negligent or intentional acts or omissions of DOR, its officers, agents or employees.


The MCWIB shall defend, indemnify and hold harmless the DOR, its officers, employees and agents 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 by or result from the negligent or intentional acts or omissions of the MCWIB, its officers, agents or employees.

**Signatures:**

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: 4/17, 2008

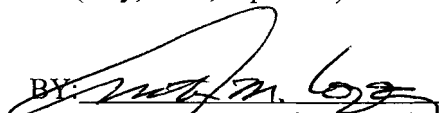
BY:   
Bob Carlson, Chairman

Madera County Workforce Investment Board  
(Name of WIB)

209 East 7<sup>th</sup> Street  
(Address)

Madera, CA 93638  
(City, State, Zip Code)

Dated: \_\_\_\_\_, 2008

BY:   
Arthur Lopez, District Administrator


State of California  
Department of Rehabilitation  
(Name of Partner Agency)

2550 Mariposa Mall, Room 2000  
(Address)

Fresno, CA 93721  
(City, State, Zip Code)

I, RONN DOMINICI, Chair, Madera County Board of Supervisors, hereby agree to the forgoing Memorandum of Understanding between the Madera County Workforce Investment Board and the Madera County Department of Social Services.

Dated: 7/22, 2008

By:   
RONN DOMINICI, CHAIRMAN  
Madera County Board of Supervisors