

**Memorandum of Understanding (MOU)**  
**Between**  
**Workforce Connection of Central New Mexico (WCCNM)**  
**And**  
**Public Education Department**  
**Division of Vocational Rehabilitation**  
**A One-Stop System Partners**

**Purpose**

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Workforce Connection of Central Area Workforce Investment Board (WCCNM) and the One-Stop Partners within the four-county area of the WCCNM. This MOU provides the guidance necessary to operate a service delivery system under the Workforce Investment Act (WIA) of 1998 and to improve the accessibility and quality of services available for the benefit of all customers.

The development and implementation of a comprehensive One-Stop system requires trust and teamwork between the agency partners and the WCCNM. These partners and the WCCNM agree to work together to establish shared goals, operating strategies, and procedures for effective integration of services.

**Program Description**

The WCCNM, acting with the authority conferred by the Chief Elected Officials, and the One-Stop Partners enter into this MOU for the purpose of creating a One-Stop System to provide the core services specified in WIA Sec. 134(d)(2) and other local services as deemed appropriate by the WCCNM.

In entering into this agreement, the parties make the commitment to maintain the basic provisions of WIA and enact the guiding principles for New Mexico's One-Stop delivery system that specifies services are to be:

- Integrated: Offering multiple employment, training, and education services for employer 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: Based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and means for measuring and attaining customer satisfaction.

## **Partners**

The WCCNM has the mutual commitment and cooperation of the following partners in becoming a part of this MOU and operating the local One-Stop Center(s).

### **Required Partners include:**

1. Programs authorized under Title I of WIA, serving:  
  
Adults, Dislocated Workers, Youth, Job Corps, Native American programs (See WIA Sec. 166. Native American Programs), Migrant and seasonal farm worker programs, Veterans' workforce programs (WIA Sec. 121(b)(1)(B)(i) and Pub. Law 107-288, "Jobs for Veterans Act.")
2. Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq)(WIA Sec. 121 (b)(1)(B)(ii)
3. Adult education and literacy activities  
  
Authorized under title II of WIA (WIA Sec. 121(b)(1)(B)(iii)
4. Vocational rehabilitation programs authorized under parts A and B of title I of the Rehabilitation Act (29 U.S.C. 720 et seq.); (WIA Sec. 121(b)(1)(b)(iv).)
5. Welfare-to-work programs authorized under Sec. 403(a)(5) )of the Social Security Act (42 U.S.C. 603(a)(5)et seq) (WIA Sec. 121(b)(1)(B)(v).)
6. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (WIA Sec 121 (b)(1)(B)(vi).)
7. Postsecondary vocational education activities under the Carl D. Perkins Vocational and  
  
Applied Technology Education Act (20U.S.C. 2301 et seq.) (WIA Sec 121(b)(1)(B)(vii), including University of New Mexico and TVI
8. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq) (WIA Sec 121(b)(1)(B)(viii).)
9. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs (WIA Sec 121(b)(1)(B)(ix).)
10. Employment and training activities carried out under the Community Services Block Grant (42s U.S.C. 9901 et seq) (WIA Sec121 (b)(1)(B)(x).)
11. Employment and training activities carried out by the Department of Housing and Urban Development (WIA Sec 121 (b)(1)(B)(xi).
12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (WIA Sec. 121(b)(1)(B)(xii).)

**Voluntary Partners, based on local need include:**

1. Human Services Department
2. Children, Youth and Families Department
3. City of Albuquerque Transit Department
4. New Mexico Business Leadership Network

**Responsibilities of the Partners**

The partners agree to integrate services to the extent possible, bring together resources of program, staff, materials and /or funding respectively, and provide operations as a service delivery system as required under the Act.

Services shall be focused on two main customer groups, job seekers and employers, and shall be available at or through the One Stop system. The following services will be included in plans to integrate services and share costs among partners:

**Core Services**

1. Eligibility under subtitle B of Title I of WIA
2. Outreach, Intake, One-Stop Orientation (Information & services available) and Referral
3. Assessment of skill levels, aptitudes, abilities and of supportive service needs
4. Career counseling and job search
5. Employment statistics information, including job vacancy listings, job skills necessary for listed jobs and occupations in demand
6. Program performance information
  - (i) Program cost information
  - (ii) Eligible providers of training services
  - (iii) Eligible providers of youth activities
  - (iv) Providers of adult education
  - (v) Providers of post secondary vocational education
  - (vi) Vocational education for school dropouts
  - (vii) Providers of vocational rehabilitation program (Title I of the Rehabilitation Act of 1973) (29 U.S.C. 720 et seq.)
  - (viii) Information on how the local area is performing with respect to One-Stop operations
7. Placement
8. Supportive Services, including child care, transportation and other necessary services for ensuring employment

9. Information regarding filing claim for unemployment insurance
10. Assistance in establishing eligibility
11. Follow-up services, including counseling for participants placed in unsubsidized employment for not less than 12 months after the first day of the employment.

### **Intensive Services**

#### Intensive Services

1. Comprehensive and specialized assessments of the skill levels and service needs
2. Development of an individual employment plan
3. Group counseling
4. Individual counseling and career planning
5. Case management for participants seeking training services
6. Short-term prevocational services

### **Training Service**

1. Occupational skills training, including training for nontraditional employment
2. On-the-job training
3. Programs that combine workplace training with related instruction, which may include cooperative education programs
4. Training programs operated by the private sector
5. Skill upgrading and retraining
6. Entrepreneurial training
7. Job readiness training
8. Adult education and literacy activities provided in combination with services described in any of the above (1 through 7)
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

## **General Provisions**

The parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to all other Agencies to establish a date for discussion and resolution.

## **Confidentiality**

Parties to this MOU agree to comply with the provisions of WIA and applicable sections of the Welfare and Institutions code, the New Mexico Education Code, the Rehabilitation Act, and/or any other appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
2. No person will publish, disclose, use, or permit to be published, disclosed or used, any confidential information pertaining to One Stop applicants, participants, or customers.
3. Additionally, each partner will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with each Partner's governing state and/or federal laws and regulations, parties therefore agree to share client information necessary for provision of services and accountability under the Act, i.e., assessment; universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

## **Individual Training Accounts (ITAs)**

Eligible training providers that are parties to the MOU agree to provide training services, in a manner that ensures customer choice, through the use of ITAs or vouchers, as applicable to each party, and in accordance with each party's governing laws, regulations, policies and procedures, which shall be made available to participants.

## **Referrals**

Parties to the MOU agree to jointly develop and mutually implement processes acceptable to all for common intake and referral. Parties agree to cross-train staff on the services of each participating One-Stop partner and the spectrum of related services available through respective agencies. A mutually acceptable referral process and form(s) shall be adopted by all parties to this agreement with commitment to evaluate this process and modify it to changing requirements.

### **Duration of Agreement**

This MOU shall be in effect as of the date signed by all parties and shall remain in effect until such time as any party desires to renegotiate the terms or cancel the agreement. A party may terminate the agreement upon sixty (60) days written notice except where the cancellation is for cause, i.e. a material and significant breach of any of the provisions of this Agreement. In the circumstance of a breach, this MOU may be canceled upon delivery of written notice to the other parties. Cancellation of the Agreement by one or more Agencies will not relieve the remaining Agencies of their responsibilities under this Agreement.

All parties agree to review this agreement at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of each party shall be sufficient to modify the agreement.

### **Cost Allocation**

Parties to the MOU recognize this is a non-financial agreement, but agree to adhere to a negotiated cost allocation plan or other cost sharing mechanism(s) for the overall system in accord with WIA.

Plan(s) for cost allocation or other cost sharing mechanism shall be consistent with the One-Stop allocation MOUs signed between WCCNM the relevant state agency. Plan(s) for cost allocation or other cost sharing mechanism(s) will be reviewed periodically and discussed between all parties. Modifications to the plan must be mutually agreed upon in writing.

### **Performance and Cost Accountability**

The parties to this MOU agree to plan services and cost allocation or other cost sharing mechanism(s) to result in the measurements of performance as outlined in WIA Sec. 122 (d)(1); in accordance with each Partner's governing state and/or federal laws and regulations; consistent with the principle of continuous improvement in One-Stop service delivery; and in a manner that provides for customer satisfaction for job seeker and employer utilization of this One-Stop Center(s).

The parties to this MOU agree to plan services and cost allocation or other cost sharing mechanisms to promote the performance standards for the One-Stop as determined by the State Board and WCCNM.

### **Equal Opportunity Assurance**

The parties to this agreement will assure that they will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIA and its implementing regulations at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religion, gender, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIA Title I financially assisted program or activity.

### **Discrimination Complaint Procedures**

Each party to this agreement will assure that complaints alleging discrimination on any of the above bases will be processed by the partner agency in accordance with its own Office of Equal

Opportunity and its own claims procedure. For its part, WCCNM agrees to process complaints in accordance with 29 CFR Part 37.76.

### **Accessibility and Reasonable Accommodation**

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will assure that the following is provided in the One-Stop delivery systems:

- One-Stop career center facilities that are both programmatically and architecturally accessible;
- Program access for individuals with disabilities; and
- How costs will be handled for reasonable accommodations (i.e., shared or paid by one entity).

### **Obligation to Provide Notice**

The parties to this agreement will provide "ongoing and continuing notification" that they do not discriminate on any of the prohibited basis in accordance with 29 CFR Parts 37.29 through 37.34 of the implementing regulations for Section 188 of WIA.

SIGNATURES

In Witness Whereof, the parties to this MOU execute this agreement.

Dated: \_\_\_\_\_, 2004

BY: *Catherine Cross Maple*  
(Signature of Authorized Officer)

Catherine Cross Maple, Assistant Secretary  
(Name and Title of Authorized Officer)

PED, Division of Vocational Rehabilitation  
(Agency or Organization)

435 St. Michaels Drive, Building D  
(Address)

Santa Fe, New Mexico 87505  
(City, State, Zip)

Division of Vocational Rehabilitation  
(Legal Name of Party)

Dated: \_\_\_\_\_, 2004

BY: *Lawrence Rael*  
(Signature of Authorized Officer)

Lawrence Rael, Executive Director  
(Name and Title of Authorized Officer)

Mid-Region Council of Governments  
(Agency or Organization)

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(Address)

Albuquerque, NM 87102  
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Same  
(Legal Name of Party)