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MEMORANDUM OF UNDERSTANDING FOR THE IDAHO ONE STOP SYSTEM

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the Workforce Development Council, hereafter referred to as "the WDC" and the One Stop delivery system signatory partners, hereafter referred to as "the One Stop partners" or "partners" to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at comprehensive sites known as *IdahoWorks* Career Centers and satellite sites, called *IdahoWorks* Career Connection sites. It is understood that the development and implementation of these Centers will require mutual trust and teamwork among the One Stop partnering agencies and the WDC, working together to accomplish the shared goals.

PURPOSE

The purpose of this MOU is to establish the framework for operation of the One Stop system in a manner that maximizes services to system customers while making efficient use of public resources.

STRATEGIC VISION FOR THE ONE STOP DELIVERY SYSTEM

The partners to this Agreement agree to support the goals of the Workforce Investment Act of 1998, hereafter referred to as WIA, including:

- Streamlining customer services in the One Stop delivery system
- Empowering individuals through access to information on programs, services, and outcomes available through the One Stop system
- Universal access to core services for all individuals entering the workforce investment system
- Accountability for performance and customer satisfaction

The partners agree to share accountability for achievement of the Workforce Development Council goals in attachment #1 and commit to the Vision, Guiding Principles and Goals for the One Stop system in attachment #2 to this Agreement.

PARTIES AND PROGRAM SERVICES

The partners, programs and services offered as part of the One Stop system are included as attachments to this MOU.

JOINT RESPONSIBILITIES

Leadership

The WDC will set the vision and goals for the workforce investment system and will assist partners in continuously improving the system. The One Stop partners will be responsible for coordinating delivery of services in the One Stop system. Partners will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the partners.

System Integration

The partners will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction.

Cost Sharing

Partners agree to enter into a cost sharing agreement on an annual basis to support the cost of shared services and jointly occupied facilities. Such agreement shall meet the principle of proportionate responsibility for support of services. Cost allocation among partners shall meet the WIA and its regulations, OMB circulars A-21, A-87 and A-102 state rules and policy guidelines and any local policies regarding cost sharing.

Confidentiality

Customer information, on employers and job seekers, will be shared in accordance with separate information release agreements. Partners agree that confidentiality of customer information will be maintained at all times.

SEPARATE RESPONSIBILITIES

Administrative Management

Grants Management

Each partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual partners.

Compliance

Each partner shall be responsible for ensuring that its activities are in compliance with the WIA, their respective authorizing legislation and all attendant regulations, policies and procedures set forth by the federal or state government or the WDC.

Hold Harmless

Each partner to this Agreement will assume liability for its actions and the actions of its agents under this agreement. Each partner shall hold harmless, defend and indemnify all other partners to this agreement from any and all claims for damages, including costs and

attorney fees resulting in whole or in part from the partner or its agent's activities under the Agreement.

Operational Management

Center Management

The Center Operator is responsible for the day-to-day operation of the identified facility. The Center Operator will coordinate with partners to ensure their staff is scheduled appropriately within the Center, respond to questions of an operational nature and manage the facility. Partners shall be billed for their proportionate share of costs as agreed to in the annual resource sharing agreement or notified that costs are so minimal as to be considered immaterial.

Delivery of Core and Intensive Services

Each partner shall be responsible for participating in the delivery of core and intensive services as agreed to in attachments to this agreement.

Eligibility

Each partner shall be independently responsible for determining eligibility for their respective programs. When making an eligibility determination under Title IB of the WIA, the One Stop Operator and other providers of WIA services may, at their discretion, consider the assessment information of other partners regarding an individual's need for intensive or training services.

Staff Management

Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each partner will facilitate cross training opportunities and cooperative staffing arrangements within each One Stop Center and Affiliate center.

TERMS/CONDITIONS

Period of participation

The partners agree that the terms of this Agreement will take effect as of July 1, 2006 and will continue until such time as any partner or partners, shall modify, extend or terminate this agreement as provided below.

Disputes

The Partners acknowledge that disputes may arise from time to time and agree to attempt to resolve such disputes in the most expeditious manner possible. The lead representative for each partner involved in a dispute will attempt to reach resolution before turning the matter to the WDC. The WDC will agree upon a resolution and offer a recommendation for action to the parties involved. If such action fails, the parties agree to use the dispute

resolution process which may include notice to appropriate Federal agencies to aid in resolution.

Incorporation of Additional Partners to Agreement
The WDC or partners may agree to invite other organizations to participate. If such an invitation is issued and accepted, the organization will be considered a partner from the date of its acceptance letter and the review and approval by the WDC. Partners will review the Cost Sharing Agreements to incorporate any necessary changes to payments for shared costs as a result of the new partner participation.

Withdrawal from or Termination of the Agreement
Any partner to this Agreement may withdraw its participation in the Agreement, in whole or in part, upon giving written notice of at least 30 days, provided that a written explanation of the scope of withdrawal and the reasons for that withdrawal are included in the written notice. In such cases, the Cost Sharing Agreement will be examined by all remaining partners to assure the continuation of the concept of proportionate cost sharing. This Agreement may be terminated at any time by mutual written consent of all partners. It is understood that the partners will seek to resolve all conflicts in order to avoid termination. The designated representative of each partner will be responsible to coordinate all matters associated with this Agreement for their party, including all written notices.

The partners to this agreement evidence their acceptance of its terms by their signatures below:

Signature	Title	Agency	Date
	President	ETC	1/30/07
Signature	Title	Agency	Date
			8/7/07
Signature	Title	Agency	Date
			8/7/07
WDC Signature	Chair		Date

Attachments

WDC Goals and Objectives
WDC Vision, Goals for the One Stop system
Service Descriptions
Annual Cost Sharing Agreements

Memorandum of Understanding for the Idaho One Stop System Services Offered to Participants in the One Stop System

1. One Stop Partner Organization

Organization Name:	Eastern Idaho Technical College
Organization Contact:	Dr. Scott Hamilton, Dean of Instruction
Street Address:	1600 S. 25th East
City, State ZIP:	Idaho Falls, ID 83404
Contact e-mail:	shamilto@eitc.edu
Contact phone:	208-524-3000 ext. 3382

2. Mandatory Programs

The organization named above is responsible as the administrative entity for the oversight of the following programs identified in the Workforce Investment Act as a mandatory One Stop partner program (check all that apply):

Check all that apply	Name of Program
	Wagner-Peyser – Employment Service
	Veterans – DVOP/LVER
	Unemployment Insurance
	Trade Adjustment Assistance
	Work Opportunity and W2W Tax Credits
	Economic and Community Development [1]
	WIA Adult, Dislocated Worker, Youth
	WIA Job Corps
	WIA Native American
	WIA MSFW
	Title V SCSEP
	Vocational Rehabilitation
	VR for the Blind
	VR Client Assistance
X	Adult Basic Education
X	Carl Perkins Vocational Education[2]
	CSBG Employment & Training[3]
	HUD E&T[4]

[1] State required – information and referral to state and community resources
[2] Required only if funds are used for non-traditional training or services offered to target groups
[3] Required only if funds are used for employment & training
[4] Required only if funds are used for employment & training

3. Optional Programs

The organization named above is responsible for the following programs designated as "optional" one stop partners and commits to coordinating these services in the One Stop system.

Check all that apply	Name of Program
	TAFI (TANF)
	Food Stamps Employment & Training
	Foster Youth Education and Training
	Workforce Development Training Fund
	Incumbent Worker Revolving Loan Fund
	Correction's education and transition
	Other: (Name)
	Other: (Name)

4. Services to be Offered in the One Stop System

This section should reflect the core, intensive, training and other services that will be delivered to customers of the One Stop system, including the services delivered at the One Stop Center(s) in each of the six One Stop areas and the services that will be accessible through the One Stop system. The attached matrices reflecting the applicable core services offered by each partner and the preferred service methodology were approved by the Workforce Development Council at their May meeting. The service delivery level and methodology should at least meet the level agreed upon by state partners.

The One Stop partner agrees to the following provisions adopted by the WDC:

- Required One Stop partners will make applicable core services available and provide access to other services in at least one physical One Stop Center within each workforce region;
- Partners may utilize any authorized methodology to deliver core services provided the methodology
  - is consistent with the partner's authorizing legislation and the WIA;
  - does not require the customer to travel to another location to obtain the core service; and
  - meets minimum standards of accessibility set forth in Section 188(a)(1) of the WIA.

Using the matrix as a starting point, describe the kind and nature of services to be provided, including a description of any limitations such as eligibility or staff qualifications. This section should describe how the partner will make core services available in a center and provide access to their intensive, training or supportive services.

Location and Strategy for Providing Services

- Identify any One Stop Centers where services will be delivered on a
  - Full time basis
  - Part time basis
  - Electronically
  - Print or other media

One Stop Center	Full time	Contracted to Operator	Part time	Electronic	Print or other media
Idaho Falls				X	X

- *Identify the primary location of service delivery if not in the One Stop Center and note if these locations are intended to be affiliate centers. The WDC has encouraged all partners to offer access to services through the one stop system by assuring an awareness of system services at any point of entry. The WDC has also requested that partners identify their desire to serve as an "affiliate" One Stop Center. To qualify as an affiliate, partners agree to*
  1. *provide access to the IdahoWorks automated system;*
  2. *offer assisted services to those who prefer such services over automated services; and*
  3. *make accurate and up-to-date information available for access on-line? IdahoWorks?*

Primary Service Location	Region	Access at PSL	Affiliate Center
EITC Student Services	Idaho Falls	Yes	Yes
EITC – Center for New Directions	Idaho Falls		
EITC – Adult Basic Ed.	Idaho Falls		

5. Cost Sharing

All required one stop partners are required to use a portion of their funds to create, maintain and participate in the One Stop delivery system and to provide their core services.

- Full Time Co-location

The Workforce Development Council required that those partners co-locating full time in a center enter into a separate cost sharing agreement that ensures the partner pays a fair share of the costs of operating the center. A copy of such agreement should be attached to this agreement.

- Part Time or Visiting Partners

The visiting partner agrees to assume responsibility for a fair share of the common costs of the Center based on a pro-rata share of participants of each partner who use the center. The partner agrees to provide a list of participants enrolled in their program at least once each fiscal period, at a time and in a manner to be agreed upon by partners to this MOU for the purpose of establishing the fair share of common costs. If costs are determined to be immaterial based on the participation of partner participants, no costs will be assigned to the partner. If costs are determined to be material, a separate agreement will be negotiated and affixed as an addendum to this agreement.

6. Referral Arrangements

Describe in detail how referrals will be made to partners and list any requirements for receiving referrals from partner programs; e.g., are referrals made electronically or recorded, do you make phone referrals, send referral cards, etc.

- EITC refers prospective students or clients who may qualify for WIA or other programs to Idaho Commerce and Labor for additional information. The referral process is verbal and is recorded in case notes by counselors from Student Services and Center for New Directions. At times counselors from both areas may contact a representative from Idaho Commerce and Labor by phone or email to refer a client. The Center for New Directions also refers clients to Idaho Commerce and Labor for resume writing and job interviewing workshops.

- Usually referrals from IDCL are verbal. The client is encouraged to make an appointment with a counselor from Center for New Directions and Student Services for career exploration and to investigate educational opportunities. At times, an Idaho Commerce and Labor representative may contact a College of Technology counselor by phone or email to refer a client.

7. Other comments or conditions not listed in the agreement

Partners may list any additional conditions related to their programs or services.