

One Stop System Memorandum of Understanding

This template outlines required elements for the Memorandum of Understanding between the LWIB and local partners – sections I – XII should be included in every MOU. *Italics are used to indicate what local partners should address in the MOU (general instruction). Regular font is language that the Department is recommending partners use to expedite review and approval of the MOU.*

I. Parties to the MOU

- A. The _____ Workforce Investment Board, the Chief Elected Officials and the following Partners agree to operate the local One-Stop System as outlined in this MOU. This Agreement does not limit the services to be contracted with service providers or the addition of other partners as deemed appropriate.
- B. *Identify the agency name and address (principal place of business) of the partners as well as the Federal, State or local programs they are representing in this agreement. The WIB name and address should also be listed, since the WIB is a required signatory to the Agreement.*

II. Duration of Agreement

This agreement shall be in effect from _____ and shall remain in effect until all partners to this Agreement execute a written modification. This agreement will be reviewed not less than once every 3 years from the effective date to ensure appropriate funding and delivery of services.

III. One-Stop System Overview

- A. *Any mission statement, general purpose statement and/or operating principles that partners have collectively agreed to pursue on behalf of the local workforce investment system should be included in this section as appropriate.*
- B. *The local system should be described with the centers, affiliates and electronic access points identified. A written list of sites by address with center directors identified should be included as an attachment to the MOU. Partners' presence at each site should be detailed (Label Attachment 1).*

IV. Performance Requirements and Goals

- A. All Partners agree to:
 - Submit required performance data and financial information on a prescribed reporting schedule.
 - Submit required data in a compatible electronic format.
 - Work toward the achievement of common performance goals and measures that will be in alignment with the stated goals of the workforce investment system.
- B. *Include any local performance requirements and goals that the LWIB and partners agree are essential to the local workforce system.*

V. Services to be offered Through the One-Stop System

- A. Services Matrix

The Services Matrix (Attachment 2) should be used to highlight the services that each One-Stop Partner will provide. It includes the core, intensive, training and youth services identified in WIA plus additional services. Additional partners may be added and service listings can be tailored to best meet the needs of the LWIA. A locally developed matrix can be used at the partners' discretion (Label Attachment 2).

B. Coordination of Services

Describe how these services are coordinated and delivered through your system.

C. Accessibility

Describe the methods used to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and material made available through the one-stop delivery system.

VI. Referral Arrangements

A. Referral Process

All partners agree to:

- Participate in a common customer referral system. Customer information collected by a Partner agency will be shared with other Partners as necessary. Partners agree to communicate regarding the status of inter-agency referrals.
- Offer customers information on how they can apply for a Partner's services or arrange an appointment for the customer.
- Cross train front line staff with regard to Partner programs and services.
- Modify/improve process as needed.

B. Participation in the NYS Job Bank/JOBCentral

All One-Stop Partners agree to participate, to the extent possible, in the New York State Job Bank by entering job orders and job seeker registrations in the system with the goal of helping businesses and job seekers meet their employment goals.

VII. Confidentiality of Information

Appropriate confidentiality parameters will be honored. Client information will be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policy of the other Partners.

VIII. Resource Sharing Agreement

See Workforce Development System Technical Advisory #00-1.1, [Guidelines for Cost Allocation and Resource Sharing in the One-Stop Systems](#) for guidance on developing Resource Sharing Agreements.

Partners may attach current lease or permit agreements to demonstrate the negotiation of shared infrastructure costs.

(Label the RSA Attachment 3).

IX. Dispute Resolutions

The parties hereto shall first attempt to resolve all disputes informally at the lowest level starting with the site supervisor and staff. If dispute resolution is not accomplished informally, any party may call a meeting of the parties to formally discuss and resolve all disputes. Should the parties fail to resolve the dispute, the dispute shall be referred to the Chair of the Board, who shall place

the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The Executive Committee shall mediate the dispute.

X. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

XI. Modification/Termination

This MOU and attachments constitute the entire Agreement between the parties hereto. This MOU may be modified, revised, or altered only by a written, signed and dated agreement between the affected parties. Submission of a revised MOU does not necessarily require a modification to the local plan or the cost allocation/resource sharing agreement.

XII. Signatures

Signature pages will be attached with appropriate signatures of Partners and the Chair of the WIB. The individuals signing for Partners have the authority to commit to the terms of this MOU. NYSDOL signature must be by the Commissioner or Executive Deputy Commissioner.

Attachment A