MEMORANDUM OF UNDERSTANDING
AMONG
WORKFORCE FLORIDA, INC.,
AGENCY FOR WORKFORCE INNOVATION,
U. S. DEPARTMENT OF LABOR,
VETERANS’ EMPLOYMENT TRAINING SERVICE
AND
U. S. DEPARTMENT OF VETERANS AFFAIRS,
VOCATIONAL REHABILITATION EMPLOYMENT SERVICE

I. PURPOSE:
The purpose of this Memorandum of Understanding (MOU) is to establish an agreement among the above mentioned agencies concerning their respective roles and responsibilities to “ensure maximum effectiveness and efficiency are achieved in providing services and assistance to eligible veterans” in accordance with the provisions of Title 38, United States Code (USC), Section 4102A(b)(3). It shall further constitute specific direction to “ensure maximum cooperation and coordination between the United States Department of Labor (USDOL) and the Department of Veterans Affairs (DVA), “as stated in Title 38, USC, Section 4108(a). This understanding will be posted in the Agency for Workforce Innovation (AWI) Veterans’ Services Program Guide.

II. LEGAL BASIS:
Under Title 38, USC, Section 4102A(b)(5), the Secretary, USDOL, through the Assistant Secretary for Veterans’ Employment and Training Service (VETS), provides necessary funds for use in each state to support a Disabled Veterans’ Outreach Program (DVOP) Specialist and Local Veterans’ Employment Representative (LVER) staff, which are designed to meet the employment needs of veterans, especially disabled veterans. Funds are also made available to support the reasonable expense of such specialists for training, travel, supplies, and fringe benefits.

III. ALLOCATION AND STATIONING OF VETERANS’ REPRESENTATIVES:
The number of DVOPs and LVERs authorized for the state is governed by the provisions of Title 38, USC, Sections 4103A and 4104, respectively. The number of veterans’ representatives (LVERs/DVOPs) funded annually is contingent upon the federal appropriation received from USDOL, the salaries and fringe benefits of staff, and the reasonable expenses necessary to support the staff at the various One-Stop Career Center locations and other approved offices within the state.

Location assignments and scheduling of veterans’ representatives shall be determined by the Regional Workforce Boards (RWB), in coordination with the
Agency for Workforce Innovation (AWI), Workforce Florida, Inc. (WFI), and after consultation with the State Director, Veterans Employment and Training Service (DVET). Factors to be considered in assigning veterans' representatives to Vocational Rehabilitation and Employment Service (VR&E) coordination activities shall include, but not be limited to, population of veterans in the area, productivity of the One-Stop Career Center staff in registering veterans, disabled veterans, etc.

Changes made in the location of veterans' staff must be made in accordance with applicable personnel rules and regulations. Additionally, changes in staffing levels may be facilitated by AWI based on performance/productivity and needs statewide. All personnel actions involving hiring or transferring veteran staff will be coordinated with the DVET.

IV. STATE VETERANS' PROGRAM COORDINATOR:

The State Veterans' Program Coordinator (SVPC) and the Assistant Veterans' Program Coordinator (ASVPC) will have responsibility to oversee program objectives, provide necessary training and/or technical assistance to DVOP/LVER staff utilizing statewide training workshops, Regional training workshops and technical assistance/assessment monitoring activities.

V. VR&E COORDINATORS:

A. ASSIGNMENTS:

The RWBs, AWI and the DVET will have joint responsibility determining if a VR&E coordinator is warranted, and if so, needed on a full-time, part-time or other basis. Periodic work reviews will be conducted, to include input from the VR&E officers or their designees, AWI staff, VETS staff, and the RWBs or their designees to determine if changes to the work schedule are warranted. When more than one RWB is involved, due to the administrative area covered by the VR&E center, coordination will be made with all RWBs involved, or their designees and the SVPC. Continued assignment of VR&E coordinators will be contingent upon satisfactory job performance and productivity, professional demeanor, and degree to which they positively integrate themselves with the other center staff.

B. RESPONSIBILITIES:

The VR&E coordinator's primary duties will be directly related to meeting the employment needs of veterans consistent with the functions described in Title 38, USC, Chapter 41 and the State Veterans' Program Plan of Services. The specific duties of the VR&E coordinator may include:
1. Facilitate and coordinate through the One-Stop Career Center director the delivery of placement-related services with DVOPs and LVERs assigned as placement specialists for VR&E Vocational Rehabilitation veteran clients at the local One-Stop Career Center, commencing at least 90 days prior to completion of training.

2. Facilitate and provide services to VR&E-referred, special disabled veterans participating in the Vocational Rehabilitation Program (Chapter 31, Title 38 USC) and other disabled veterans pursuant to the established priority for the provision of services in Title 38, USC, Chapter 41. These will include on-the-job-training (OJT) development, non-paid work experience, selective job placement, follow-up services, provision of job-seeking skills training, job analysis, labor market information, etc. The VR&E coordinator will participate with VR&E staff and veterans in early planning related to job placement and OJT development.

3. In coordination with the VR&E case manager and/or employment specialist, conduct job development and selective placement activities through contacts with employers.

4. In coordination with the VR&E employment specialist, facilitate and provide selective job development and placement, using listings of DVA-approved apprenticeship and OJT program employers.

5. Participate in each VR&E program orientation and all staffings. Especially important are staffings where consideration should be given to local labor market information.

6. Provide assistance to the local DVOP/LVERs in accordance with VR&E rehabilitation plans, immediately informing the VR&E case manager of any difficulties regarding efforts to assist the Chapter 31 veteran with obtaining suitable employment in the identified occupational field.

7. Provide detailed, accurate, and complete progress notes on the veterans' case management screen as they are received from the LVER/DVOP case manager, providing hard copy or emailed progress notes to the VR&E case manager monthly or more often, if needed. Provide input into rehabilitation or closure reports.

8. Provide status reports to the DVET as required by U.S. DOL VETS and Title 38 USC. Solicit and provide success stories to all concerned.

VI. LOCAL ONE-STOP CAREER CENTERS

A. PROVIDE PRIORITY EMPLOYMENT SERVICES TO CHAPTER 31 VETERAN CLIENTS AS FOLLOWS:
1. Case management/intensive services to special disabled veterans, to include those veterans who are participating in or have completed a program of vocational rehabilitation sponsored by VR&E.

2. Services to other disabled veterans.

3. Services to other eligible veterans.

B. RESPONSIBILITIES:

1. Provide workforce services to VR&E-referred disabled veterans participating in the Vocational Rehabilitation Program (Title 38, USC, Chapter 31) and other disabled veterans pursuant to the established priority of services in Title 38, USC, Chapter 41, Section 4103A(1)(a) and the State of Florida Veterans’ Program Plan of Service. These will include OJT, Non-Paid Work Experience, selective job placement, follow-up services, provision of job-seeking training, job development, labor market information, resume assistance, job analysis, etc.

2. Conduct job development and selective placement activities through contacts with employers.

3. Provide placement assistance in accordance with VR&E rehabilitation plans, immediately informing the VR&E coordinator and/or VR&E case manager of any difficulties regarding efforts to assist the Chapter 31 veteran with obtaining suitable employment in the identified occupational field.

4. Make contact with assigned Chapter 31 veterans at least monthly. If assisting veterans with direct job placement, encourage participant to contact the LVER/DVOP case manager bi-weekly. Provide bi-weekly job leads and follow-up in accordance with the veteran’s rehabilitation plan.

5. Develop Individual Employment Plan (IEP) on all Chapter 31 veterans. Provide detailed, accurate, and complete progress notes on the veterans’ case management screen, providing hard copy or emailed progress notes to the VR&E coordinator monthly or more often, if needed. Provide input into rehabilitation or closure reports.

C. REPORTING:

1. The One-Stop Career Center director or their designee will inform the VR&E coordinator regarding the specific DVOP/LVER assigned as Placement Case Manager within 10 days of receiving a Chapter 31 veteran assignment letter.

2. The assigned DVOP/LVER placement specialist will submit comprehensive monthly progress reports by the fifth of each month to the VR&E coordinator.
3. Reports will continue to be submitted until 60 days following successful obtainment of suitable employment or rehabilitation by the VR&E case manager.

VII. DVA VR&E STAFF:

Those individuals on the VR&E staff responsible for case management, e.g. vocational rehabilitation counselors, vocational rehabilitation specialists, and counseling psychologists, shall be responsible for the following:

1. Providing notification to the VR&E coordinator at least 90 days prior to a veteran completing Chapter 31 training, or immediately, in the case of veterans being assigned to employment services for direct placement purposes.

2. Facilitating a timely provision of all information relative to employment issues for the Chapter 31 veteran to the VR&E coordinator on a continual basis until the veteran becomes employed, including information regarding job placement when reported by the veteran.

3. Requiring in the rehabilitation plan that all veterans register for Job Services, making payment of Employment Adjustment Allowance (EAA) contingent upon compliance.

VIII. ORIENTATION AND TRAINING OF STAFF:

The DVA and AWI shall arrange for the orientation and training of all newly appointed DVOP/LVER staff and every new VR&E coordinator specialist regarding the DVA Chapter 31 program. Training in DVA benefits and services shall be provided as well. Likewise, AWI will provide DVOP and LVER staff with training relative to USDOL programs. All staff in the One-Stop Career Center shall be afforded training on all programs and/or services available to ensure clients are provided the full array of services.

IX. RESPONSIBILITIES OF THE AWI AND THE DVA:

A. AWI:

One-Stop Career Center directors shall have overall responsibility for the conduct, performance, and administration of DVOP/LVER staff. The AWI will provide appropriate salaries, fringe benefits, employment services training, equipment, and such supplies as may be required to ensure that services remain consistent with the legislative intent and are coordinated with One-Stop Career Center services. Travel funds will be provided from the DVOP/LVER grant for any local travel for outreach/employer visits, and VR&E training/technical
assistance within the Regional Workforce Board area. It shall be the responsibility of the LVER and DVOP personnel to maintain the integrity of the information in their database by ensuring that access to the data terminals is limited to personnel only with a "need to know", and in the conduct of official business.

B. DVA:

The DVA will assure that DVOP/LVER staff perform only those duties related to meeting the employment needs of veterans and that they do not engage in functions or activities that are exclusively DVA responsibilities.

X. CONFIDENTIALITY

The Partners acknowledge their separate obligation to perform this Agreement in compliance with the requirements of the Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records "confidential", "exempt from disclosure", or "accessible", as prescribed by statutes. (See section 945.10, Florida Statutes.) The Partners acknowledge that the data exchanged between agencies has been provided for official purposes and that public access to such data is limited and prescribed by statute. Both parties agree to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to secure the other party's agreement prior to publishing that agency's data. AWI has MOUs with all the RWBs that outline the confidentiality requirements for data received in the course of delivering workforce services. This agreement requires the following:

- Employees of AWI, One-Stop Centers, RWBs and their contractors and subcontractors, in the performance of their duties and in the course of delivering workforce program services, receive information obtained from employers, participants, and unemployment compensation claimants. The information received includes, but is not limited to, job and program applicant registrations, job orders, employer reports, unemployment compensation claims, and related records. This information is confidential, as required by Federal law and by subsection 443.1715 (1), Florida Statutes. The RWBs, and their contractors and subcontractors, in the course of receiving and utilizing confidential, workforce-program information for the purpose of performing their duties, shall maintain the confidentiality of employer, employee, and participant identity, and all related information pursuant to state and federal regulations, as identified
in the annually executed "Regional Workforce Board Non-Disclosure and Confidentiality Agreement."

XI. INCORPORATION OF MEMORANDUM OF UNDERSTANDING IN STATE VETERANS' SERVICES PROGRAM GUIDE:

This document represents the understanding between the above-listed agencies and will be incorporated into the AWI Veterans' Services Program Guide as an exhibit. Any substantive amendments or revisions of the approved MOU will constitute the same to the Veterans' Services Program Guide. This MOU will automatically renew on its anniversary date unless either of the parties submits a written request to amend the agreement. No changes may be made without consulting the other parties to the MOU and receiving their concurrence. Should problem areas develop during the course of this MOU, agency officials will coordinate to resolve them.
Memorandum of Understanding

Signature Page

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Susan Pareigis  
Director, Agency for Workforce Innovation  
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Date  

Derek W. Taylor  
State Director, Veterans' Employment and Training Service  
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Date  

Curtis Austin  
President, Workforce Florida, Inc.  
Date  