

Memorandum of Understanding (MOU)
between
BREVARD WORKFORCE DEVELOPMENT BOARD, INC
and
BREVARD JOB LINK ONE-STOP PARTNERS

ONE-STOP PARTNER MEMORANDUM OF UNDERSTANDING

1. Parties to Agreement

This Memorandum of Understanding (MOU) is an agreement between the **Brevard Workforce Development Board, Inc.** referred to in this MOU as **BWDB** and the following entities:

- Brevard Community College
- Agency for Workforce Innovation
- Brevard County School Board
- Brevard County Board of County Commissioners
- Brevard Family of Housing Authorities
- Department of Children and Family Services
- Senior Community Service Employment Program
- Florida Department of Education, Division of Vocational Rehabilitation

The parties to this Agreement are referred to collectively as **One-Stop Partners** in this MOU.

2. Purpose of Agreement

This Agreement complies with the provisions of the Federal Workforce Investment Act of 1998 (WIA) and with the provisions of U.S. Senate Bill 1536, the Older Americans Act Amendments of 1999. In the spirit of cooperation by the One-Stop Partners, this agreement describes how the One-Stop Partners can utilize their individual funding and institutional resources to better serve mutual and universal customers – both job seekers and employers – through an integrated system of service delivery known as the Brevard Job Link, the One-Stop Career Center for Florida's Workforce Region 13.

Nothing within this Agreement shall be deemed to abrogate or replace any provision of the Florida Statutes or Federal Law.

3. Agreement Funding

The sources of funding for One-Stop service costs are detailed in the BWDB Five Year Plan. This funding is subject to legislative budget limits and the continued receipt of adequate funding. The parties to this MOU agree to coordinate existing resources and programs to benefit One-Stop customers and avoid duplicative services.

4. Agreement Period

Agreements under this MOU shall commence on July 1, 2004 and remain in effect until otherwise modified or terminated by any of the signing parties, according to the terms of this MOU. Any party may terminate its inclusion in this Agreement upon 120 days written notice to all of the parties.

5. One-Stop Services and Referrals

The One-Stop Partners agree to the following:

- 5.1. The Mission of the Brevard Job Link One-Stop System is to match job seekers with employers in a manner that meets the needs of both through a local network of coordinated services. The Brevard Job Link will be Florida's Workforce Region 13's system for One-Stop workforce development initiatives, resources, and services.
- 5.2. The One-Stop Partners shall deliver, through the coordination and administration of the BWDB, the One-Stop services detailed in the BWDB Five Year Plan, the terms of which are incorporated into this Agreement by reference.
- 5.3. The One-Stop Partners shall assure that the individuals entering into and utilizing the One-Stop system are promptly, professionally, and appropriately referred to services and activities as necessary. BWDB contracts with a General Contractor, Targeted Services Contractor, Business Services Unit Contractor, and Youth Services Contractor for the operation of the Brevard Job Link One-Stop Centers as described in the BWDB Five Year Plan. The method of customer referral between the One-Stop Partners is outlined in the BWDB Five Year Plan. This method ensures that the resources provided within the Brevard Job Link centers minimize any duplication of services, and at the same time, it provides the highest quality of services available.

6. Modifications

This Agreement may be modified only with the consent of each of the parties. To modify this Agreement, the acting party will contact the BWDB to request the modification. The BWDB will determine at that time if the request is reasonable, and if so, BWDB will seek the consent of all parties. On receiving unanimous consent, BWDB will execute the modification.

7. Dispute Resolution

In the event of a conflict between any of the One-Stop Partners concerning any matter related to or arising out of the terms of this Agreement, the parties agree to attempt in good faith to resolve the dispute through the following process:

7.1. Informal

Staff of partner agencies will first meet in an informal setting to discuss the nature of the dispute and to discuss and execute appropriate positive solutions to the conflict.

7.2. Formal: Administrative Heads

In the event the informal discussions among staff do not bring resolution to the conflict, the administrative heads of the organizations affected shall meet to review prior staff efforts at resolution and resolve the conflict.

7.3. Formal: BWDB Executive Committee

In the event the administrative heads are unable to resolve the conflict, the involved agency or administrative heads shall meet with the BWDB Executive Committee to discuss and resolve the conflict. If appropriate, the full board of the BWDB shall meet to resolve the conflict. The BWDB will develop local policies or procedures designed to resolve the dispute if necessary. The decision of the BWDB Executive Committee shall be final.

8. Customer Privacy and Confidentiality

8.1. All parties recognize that laws, rules, or regulations concerning the privacy or the confidentiality of customer records may protect various records created, maintained, and used by the One-Stop Partners. Accordingly, all use and sharing of information by the One-Stop Partners shall comply with all organizational, local, state, and Federal restrictions placed on the use and dissemination of such records.

- 8.2. *Note: The Department of Vocational Rehabilitation (DVR) has requested each area MOU contain this language concerning confidentiality:*

Notwithstanding anything in this agreement to the contrary, the parties acknowledge and agree as follows:

1. Customer information obtained by DVR is confidential under both Florida and federal law. DVR may share this information only under limited circumstances including:
 - a. When necessary to administer the state vocational rehabilitation program, and
 - b. When the customer has consented in writing to the sharing of information.
 2. DVR agrees to share with its One-Stop Partners all customer information necessary to secure appropriate employment outcomes for DVR customers (the DVR Customer Information).
 3. The One-Stop Center Operator agrees to:
 - a. Access and/or release DVR customer information only when required to meet its legal obligations under WIA or when required to secure appropriate employment outcomes for DVR customers; and
 - b. Ensure that all other One-Stop Partners agree in writing, prior to the receipt of any DVR customer information, to access and/or release DVR Customer information only as consistent with paragraph 3(a) above.
- 8.3. Each partner shall train and educate its staff to assure compliance with privacy and confidentiality of the records and information as well as all applicable policies of the One-Stop Partners.

9. **Signature Authority**

The persons listed below attest authority to bind their respective party in a contractual agreement, and by signing below, this Memorandum of Understanding is agreed to by the following parties on the dates indicated.

Brevard Workforce Development Board, Inc.

Lisa A. Rice, Executive Director

Date _____

Brevard Community College

Dr. Thomas Gamble, District President

Date _____

Brevard County School Board

Dr. Richard A. DiPatri, Superintendent

Date _____

Brevard County Board of County Commissioners

Ron Pritchard, Chairman

Date _____

Brevard Family of Housing Authorities

Ron Sellers, Executive Director

Date _____

State of Florida, Department of Children & Family Services

Mike Watkins, District Administrator

Date _____

Florida Department of Labor & Employment Security, Division of Vocational Rehabilitation

James Shalls, Area 3 Director

Date _____

Senior Community Service Employment Program

Carol Brown, Executive Director

Date _____