



## NATIONAL MEMORANDUM OF AGREEMENT

BETWEEN:

THE DEPARTMENT OF VETERANS AFFAIRS  
VETERANS BENEFITS ADMINISTRATION  
VOCATIONAL REHABILITATION AND EMPLOYMENT (VR&E) SERVICE

AND

THE DEPARTMENT OF LABOR  
VETERANS' EMPLOYMENT AND TRAINING SERVICE (VETS)

Washington, DC

### A. PURPOSE

The Department of Veterans Affairs (VA), Vocational Rehabilitation and Employment (VR&E) Service and the Department of Labor (DOL), Veterans' Employment and Training Service (VETS) agree that the successful readjustment of Veterans through the VR&E program, Chapter 31 of title 38, United States Code (38 U.S.C. § 31) into the civilian workforce is a mutual responsibility and concern. To advance, improve, and expand the employment opportunities for Chapter 31 Veterans, both parties of this Memorandum of Agreement (MOA) commit to active cooperation and coordination in meeting the goals set forth in this agreement.

### B. AUTHORITY

This agreement is authorized in accordance with 38 U.S.C. §§ 4102A(b)(3); 4105(a); 4108(a); 3116; 3117(a)(2); 38 C.F.R. § 21.1 *et seq.*; title 38, U.S.C., Ch. 31; and 5 U.S.C. § 4103.

### C. AGREEMENT

VETS and VR&E Service personnel in their respective agencies, as well as those employed by DOL with their federally funded agencies and programs, shall work together to maximize the provision of services leading to the ultimate goal of successful career selection and placement for disabled Veterans enrolled in the VR&E Chapter 31

program. Participation in any program described in this agreement is not a guarantee of employment for any participating individual. All parties agree to provide a seamless employment transition that will eliminate duplication, fragmentation, or delay in delivery of needed employment services.

VETS and VR&E Service agree to establish a team approach at the beginning of the Chapter 31 intake/orientation process with the expectation of improved outcomes benefiting the Chapter 31 Veterans. The team approach, starting with career identification and selection, through training, and the culmination of job development/placement, will ensure that participants receive quality employment assistance.

VETS and VR&E Service agree to adopt elements of the White House Job-Driven Training Initiative. These elements are:

1. **Employer Engagement** – engaging business in the design/delivery of training in the areas of apprenticeships, on-the-job training, internships, and non-paid work experience
2. **Private - Public Partnerships** – engaging government agencies, employers, and schools in identifying and delivering training that meets the needs of the employer community
3. **Labor Market/Career Information** – using labor market information and information from State workforce investment boards (SWIB) to guide jobseekers in selecting training, credentialing, and employment opportunities
4. **Job/Career Results** – measuring program outcomes through employment and hourly wages

For the benefit of each Chapter 31 Veteran, his or her Vocational Rehabilitation Counselor (VRC), Employment Coordinator (EC), and DOL's Director for Veterans' Employment and Training (DVET) will work together as a "Team." All Veterans served through these joint efforts will be advised of the benefits of utilizing the resources offered through the American Job Center (AJC) as well as information on Department of Defense (DoD) sponsored employment programs. To promote these efforts, the Team will establish and maintain an effective mechanism for coordinated efforts in the communication and delivery of services.

The primary goal of the collaborative effort between VETS and VR&E Service is to improve the quality of employment services and outcomes for each Chapter 31 Veteran. To increase communication and coordination, reduce waste and duplication of effort, and enhance the quality of service provided to Chapter 31 Veterans, both agencies have agreed to support a VR&E/VETS Joint Working Group (JWG). The JWG shall expand operational concepts, build an infrastructure of intercommunication, and institutionalize processes and procedures designed to allow both agencies to work

seamlessly together. The JWG will provide oversight and guidance related to all materials compiled and/or published to standardize operations and clarify practices. The field, representing daily operations within each of the team members' respective agencies, shall be routinely consulted to maintain a constant state of relevance to the direction, issues, and practices under review or consideration by the VR&E/VETS JWG.

The DOL membership on the JWG shall consist of a lead Regional Administrator for Veterans' Employment and Training (RAVET), a representative from VETS' National Office and one VETS employee from each of the six regions, for a minimum of eight (8) members with six (6) of those members being voting members.

VA membership in the JWG shall consist of at least two (2) personnel from VR&E Service Central Office, designated by the VR&E Service Director, and at least one staff member from each of the four VA VR&E geographical regions for a minimum of six (6) representatives, who will also be voting members.

Guidelines for the conduct of meetings by the JWG are:

1. The JWG committee shall meet at least once monthly via teleconference or in person with minutes taken by the agency lead for that month's meeting;
2. A quorum is required for voting and conducting JWG related operations. A operational quorum for voting is defined as a number greater than 50 percent of the voting members of each agency; and,
3. Departing members will be replaced, as soon as reasonably possible, by new qualified members from the same organizational or geographical group.

#### **D. DATA/INFORMATION SHARING**

Since data sharing activities between all interested parties are critical to a successful partnership, VETS and VR&E will share information and coordinate objectives to carry out and support the goals of the cooperative agreement. The information exchanged shall be used to facilitate employment services to participating Veterans. VR&E and VETS will share information that is relevant to finding or developing employment opportunities, facilitating job development, and placement services for Veterans participating in vocational rehabilitation, and receiving employment services under the provisions of 38 U.S.C. Chapter 31. Both agencies follow appropriate data assurance and security guidelines as mandated by the Federal Information Security Management Act (FISMA, 44 U.S.C. §3541 *et seq.*) and will safeguard Sensitive Personal Information (SPI), Personally Identifiable Information (PII), Personal Health Information (PHI), and Health Insurance Portability and Accountability Act (HIPAA) protected data, as appropriate.

1. All information from interviews, counseling, testing, and assessment may be used by each agency with documented consent from the participating Veteran in accordance with applicable privacy statutes, such as the Privacy Act (5 U.S.C. § 552a(b)), 38 U.S.C. § 5701, and 38 U.S.C. § 7332. Each Veteran's written consent must accompany the exchange of information in the form of a VA Form

**10-5345, Request for and Authorization to Release Medical Records or Health Information.**

- 2. VETS, in coordination with SWIB and AJC staff, will provide VR&E Service local labor market information that may be used to develop training programs that have the best probability for positive employment outcomes. VR&E Service will work with VETS to obtain specific employment opportunities from SWIB and AJC staff. Enhancing these relationships will also make it more likely that Veterans with disabilities are directed into short-term occupational training programs that have the potential to transition them into high-demand jobs faster.**
  
- 3. VETS and VR&E Service agree to maintain a dedicated Point of Contact (POC) for the *ad hoc* exchange of mutual information, as needed. Additionally, VETS will extract aggregate data through their reporting system and forward it to VR&E by December 15th annually. This aggregate data will be attained using the OMB approved VETS 201 form, will encompass joint collaboration over each fiscal year (FY), and will be used by both agencies to perform an analysis of their efforts that will be summarized in an Annual Report to Congress. At a minimum, beginning with FY 2015 these reports will include the following information:**
  - A. Total number of Veterans referred from VR&E Employment Coordinators (ECs)/Vocational Rehabilitation Counselors (VRCs) to the VETS POC for employment services**
  - B. Total number of Veterans referred that are not provided services**
  - C. Total number of Veterans who entered suitable employment (work that is within each Veteran's physical and emotional capabilities and is consistent with his/her abilities, aptitudes, and interests)**
  - D. Total number of Veterans who maintained suitable employment for at least 60 days and meet Chapter 31 rehabilitation criteria per Part 21, Section 21.283 of title 38 Code of Federal Regulations (38 CFR § 21.283)**

**E. JOINT WORK GROUP SUBGROUPS**

**VETS and VR&E Service agree to maintain three subgroups comprised of JWG members. The goal is to improve the quality of employment services for Chapter 31 Veterans. VETS and VR&E Service will encourage local and national participation in joint training workshops, meetings, and seminars for the exchange of professional knowledge. In addition, both parties agree to fully engage in discussions on emerging placement issues and strategies. Each subgroup will be responsible for reporting to the JWG during monthly meetings and making recommendations on process improvement to support the goals of the partnership. VR&E and VETS will cooperate to oversee and review related local agreements/MOUs for program consistency and legal propriety. The three subgroups are:**

- 1. Technical Assistance Guide (TAG)/Local Memorandum of Understanding (MOU): This group will be comprised of at least two JWG members from each**

agency. They will be responsible for soliciting input and reviewing and updating the TAG. In addition, VETS and VR&E Service have established a common goal to provide oversight reviews of each local MOU and will review a minimum of 18 local state MOUs per year, so that each local MOU will be reviewed at least once in a three-year period. Further, this team will recommend improvements to local MOUs that enhance private-public partnerships that support the employment of Chapter 31 Veterans and meet the employer community's needs through the identification and delivery of appropriate employer-related training. This group will ensure that each local VR&E office and DVET will update its state MOU according to the guidelines provided in the TAG. Future amendments or ancillary MOUs will be subject to legal review by participating agencies' counsel, as needed.

2. **Data Collection and Reporting:** This group will be comprised of two JWG members from each agency. They will be responsible for reviewing and analyzing the data reported and for recommending changes to the JWG. Further, this team is responsible for identifying employment and earnings outcomes by program participants.
3. **Training Development and Implementation:** This group will be comprised of at least two JWG members from each agency. They will develop guidelines for the provision of training, the initiation of training opportunities, and the creation and update of training tools to support the data collection, reporting, and outcomes of the partnership.

#### **F. TRAINING AT THE NATIONAL VETERANS' TRAINING INSTITUTE (NVTI)**

VETS will provide select training opportunities for designated VR&E staff, as permissible and available, at the VETS-sponsored National Veterans' Training Institute (NVTI) in Denver, Colorado.

NVTI courses, with emphasis and focus on the core training courses provided to Disabled Veterans Outreach Program specialists, will be made available to select VR&E ECs and VRCs as appropriate and agreed upon by the two Departments. VR&E will provide reimbursement for tuition to DOL in exchange for these NVTI training opportunities. VR&E will cover the cost of all VA staff employment travel and per diem.

#### **G. POINTS OF CONTACT/COMMUNICATIONS/CO-LOCATION**

VETS will identify a POC for the provision of employment services. This POC will work closely with the local VR&E staff at each VA Facility.

Upon agreement between VETS and VR&E Service, where and when appropriate, and to the extent feasible, a VETS POC will be co-located at a VA Regional Office or out-based facility, or otherwise provide itinerant services to VR&E participants to facilitate

the provision of employment services to Chapter 31 Veteran participants who meet the criteria for the receipt of their career employment services.

#### **H. PERFORMANCE/ACCOUNTABILITY**

When evaluating the performance of their respective staff members, managers from both agencies will ensure their staff members are accountable for the effectiveness of the partnership activities. Accountability objectives for each agency include the following:

1. VR&E will provide comprehensive referral documents to VETS POCs.
2. VETS will provide:
  - a. accurate and timely monthly progress reports to VR&E POCs
  - b. accurate and timely quarterly VETS 201 reports to VR&E POCs

#### **I. REDRESS PROCEDURES**

Operational complications that arise pursuant to this partnership with any potential to adversely impact the quality of service delivery to Chapter 31 Veterans will be addressed promptly at the local level by local VR&E and VETS staff. Local staff will consider this National MOA, the TAG, and any local MOU when attempting to resolve any perceived procedural discrepancies. In such instances that a mutually agreeable resolution is not found, the issue will be routed through Federal channels, as appropriate, for redress as described in the TAG. See also Amendments, Disputes, and Terminations, below in §§ J, K.

#### **J. EFFECT OF AGREEMENT**

This agreement does not in itself authorize the expenditure or reimbursement of any Federal funds. Nothing in the agreement shall obligate the parties to expend appropriations or other monies or to enter into any contract or other obligation. Any future agreement involving the transfer of funds or personnel shall be memorialized through an appropriate interagency agreement (IAA).

This agreement is an internal government agreement and is not intended to confer any right upon any private person.

This agreement will be executed in full compliance with the Privacy Act of 1974, (5 U.S.C. § 552a(b)), 38 U.S.C. § 5701, and 38 U.S.C. § 7332.

Further, this agreement shall not be interpreted to limit, supersede, or otherwise affect either party's normal operations or decisions in carrying out its mission, statutory or regulatory. This MOA will automatically renew every year for three subsequent years, on its anniversary date, unless either agency submits a written request to amend the agreement. No changes may be made without consulting with the agencies through the

undersigned to this MOA and receiving their concurrence. Should problem areas develop during the course of this MOA, agency officials will coordinate to resolve them according to the Disputes provisions that follow.

1. **Amendments:** Amendments must be bilaterally executed in writing and signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.
2. **Disputes:** Should disagreement arise as to the interpretation of the provisions of this MOA that cannot be resolved between the servicing agency and the requesting agency POCs, each agency shall reduce the area(s) of disagreement to writing to present to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the servicing agency and the requesting agency procedures for final resolution.

#### K. TERMINATION

This agreement may only be terminated in writing with 30 days' notice sent from the authorized representative of the terminating agency or party to the authorized representative of the other agency or party. In no case will any oral termination be effective nor will any termination attempted outside these stated requirements.

Signed in Washington, DC this 27 day of February, 2015.



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