



NATIONAL MEMORANDUM OF UNDERSTANDING

BETWEEN:

**THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
VETERANS BENEFITS ADMINISTRATION
VETERAN READINESS AND EMPLOYMENT SERVICE**

AND

**THE UNITED STATES DEPARTMENT OF LABOR
VETERANS' EMPLOYMENT AND TRAINING SERVICE**

A. PURPOSE

This Memorandum of Understanding (MOU) is between the U.S. Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA), Veteran Readiness and Employment (VR&E) Service, 1800 G Street NW, Washington, DC 20006, and the U.S. Department of Labor, Veterans' Employment and Training Service (VETS), 200 Constitution Ave NW, Washington, DC 20210.

The VA VR&E Service and the DOL VETS agree that the successful readjustment of Veterans and Service members through the VR&E program, Chapter 31 of Title 38, United States Code (U.S.C.), into the civilian workforce is a mutual responsibility and concern. To advance, improve, and expand the employment opportunities for VR&E participants, both parties of this MOU commit to active cooperation and coordination in meeting the goals set forth in this agreement.

B. AUTHORITY

This agreement supports the Secretary of Veterans Affairs' authority to promote, develop, and establish partnerships to advance training and other opportunities for Chapter 31 participants, codified under 38 U.S.C. § 3116, and the Secretary of Labor's authority to coordinate with the Secretary of Veterans Affairs to ensure maximum effectiveness and efficiency in providing services to eligible veterans under Chapter 41, codified at 38 U.S.C. § 4102A(b)(3).

C. AGREEMENT

VETS and VR&E personnel in their respective agencies, as well as those employed through VETS Jobs for Veterans State Grants (JVSG), shall cooperate to maximize the provision of services leading to the goal of developing a workforce through successful, high-value career selection and placement for disabled Veterans and Service members enrolled in the VR&E Chapter 31 program. 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 agree to use a team approach throughout the Chapter 31 experience with the expectation of improved customer experiences and outcomes benefiting VR&E participants. This team approach, starting with career identification and selection, advancing through training, and culminating in job development/placement, will ensure that participants receive quality employment assistance resulting in high-value employment.

VETS and VR&E agree to apply the following priorities:

1. **Employer Engagement for Employment Services** – providing quality employment services and high-value outcomes for each VR&E participant, with the goal of obtaining suitable employment in an appropriate career field.
2. **Employer Engagement for Training** – engaging businesses in the design and delivery of training in the areas of apprenticeships, on-the-job training, internships, and non-paid work experience that could lead to suitable employment.
3. **Improving Customer Experience** – leveraging technology by using current resources to provide efficient and intuitive services.
4. **Labor Market and Career Information** – using labor market information and other valuable tools from state workforce delivery systems to guide job seekers in selecting training, credentialing and licensing, and employment opportunities.

VR&E and VETS will work together to ensure VR&E participants served through these joint efforts are advised of the benefits of using the resources offered through the American Job Center (AJC).

D. RESPONSIBILITIES

The Department of Veterans Affairs, Veterans Benefits Administration, shall:

1. Provide for the appropriate training and education of VR&E participants to prepare them for successful careers in an appropriate field.
2. Direct participants to register online or in person with the appropriate state workforce delivery system for labor market information and/or employment services.
3. Coordinate with state staff who are providing such services to determine how to best support the participant.
4. Contact the State Director for Veterans Employment and Training (DVET) for assistance identifying a suitable point of contact to assist VR&E participants within that state.

5. Communicate any overarching concerns with VETS management officials regarding the collaborative efforts as indicated in this MOU.
6. Assign appropriate staff to the Joint Work Group (JWG) described in Section E.

The U.S. Department of Labor, Veterans' Employment and Training Service, shall:

1. Provide JVSG-funded staff with guidance and training in the delivery of individualized career services to eligible VR&E participants.
2. Leverage partnerships with state workforce delivery system staff to highlight the importance of collaborating closely with VR&E staff to support participant success.
3. Assign each state's DVET to identify, and update as needed, a suitable point of contact to coordinate the referral of VR&E participants for employment services within that state.
4. Make training opportunities available to VR&E staff as described in Section G.
5. Communicate any overarching concerns with VR&E management officials regarding the collaborative efforts as indicated in this MOU.
6. Assign appropriate staff to the Joint Work Group (JWG) described in Section E.

E. JOINT WORKGROUP

Joint Workgroup Membership

The primary goal of the collaborative effort between VR&E and VETS is to develop a quality workforce and to enhance the customer experience through improved employment services and high-value outcomes for each participant. To increase communication and coordination, reduce waste and duplication of effort, and enhance the customer experience provided to participants, both agencies have agreed to support a JWG. The JWG will provide oversight and guidance related to materials compiled 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 on the direction, issues, and practices under review or consideration by the JWG.

Through the JWG, VETS and VR&E 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 to ensure participants are prepared for the 21st century workplace.

Business of the JWG shall include, at a minimum, a) the annual review of this MOU as described in Section K of this MOU; b) drafting a new MOU one year prior to the expiration of this MOU as described in Section K; c) reviewing all VA or VETS guidance, forms, and public-facing information (such as desk aids and websites) regarding overlapping VR&E and VETS programs; and d) drafting any new guidance, forms, and public-facing documentation that may be helpful to VR&E participants and/or the VR&E or state staff who serve them.

VETS JWG members shall consist of at least two representatives from VETS' Office of National Programs. VA JWG members shall consist of at least two personnel from the VR&E Service Central Office, designated by the VR&E Executive Director.

Guidelines for JWG meetings are as follows:

1. The JWG committee shall meet quarterly, virtually or in person. VR&E shall lead the meeting in the Spring and Fall, and VETS shall lead the meetings in the Summer and Winter. The lead agency shall provide an agenda to members prior to the meeting, record the minutes during the meeting, and share the minutes with members after completion of the meeting.
2. Departing members will be replaced, as soon as possible, by new qualified members from the same organizational or geographical group.

Joint Workgroup Subcommittees

VETS and VR&E agree to create subcommittees comprised of JWG members and other invited VR&E, VETS, or state staff when needed. Subcommittees shall be assigned work to accomplish the JWG's business as previously described. The subcommittees' completed work products must then be reviewed by all JWG members. Subcommittees will report their progress to the JWG during monthly meetings.

F. DATA AND INFORMATION SHARING

Data sharing and transparency are critical to a successful partnership, and VETS and VR&E agree to share information and coordinate objectives to carry out and support the goals of this agreement. The information exchanged shall be used to enhance outcomes for VR&E participants. VR&E and VETS will share information that may be used to develop employment opportunities, facilitate job development, and provide placement services for VR&E participants who are receiving employment services under the provisions of 38 U.S.C. Chapter 31.

Both agencies shall follow appropriate data assurance and security guidelines as mandated by the Federal Information Security Modernization Act of 2014 (FISMA, 44 U.S.C. §§ 3551 *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.

VR&E and VETS agree to each maintain a dedicated point of contact (POC) (per Section H) for the *ad hoc* exchange of mutual information, as needed.

G. TRAINING AT THE NATIONAL VETERANS' TRAINING INSTITUTE (NVTI)

VETS, through the National Veterans' Training Institute (NVTI) provides specialized training and professional skills enhancement for veterans' service provider staff. Focusing primarily on training individuals who help veterans secure long-term employment, NVTI is committed to ensuring that those who are tasked with this critical responsibility have the knowledge and tools necessary to perform their jobs effectively.

VR&E staff are encouraged to participate in NVTI courses and may register at nvti.org. There is no cost for tuition. VR&E will be responsible for the costs of all travel, lodging, and meals for any in-person courses.

H. POINTS OF CONTACT/COMMUNICATIONS

DEPARTMENT OF VETERANS AFFAIRS

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DEPARTMENT OF LABOR

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I. 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. Each agency is responsible for overseeing the work products and participation in Joint Work Group activities described in Section E.

J. REDRESS PROCEDURES

Operational complications that arise pursuant to this partnership with any potential to adversely impact the quality of service delivered to VR&E participants will be addressed promptly at the local level by VR&E and VETS staff. Local staff will consider this MOU when attempting to resolve any perceived procedural discrepancies. In such instances that a mutually agreeable resolution is not found, the issue will be elevated through federal channels. See also Amendments, Disputes, and Terminations in sections K and L below.

K. 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 any contract or other obligation. Any future agreement involving the transfer of funds or personnel shall be memorialized through an appropriate interagency agreement.

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 statutory or regulatory mission. This MOU will automatically renew every year for three subsequent years, on its anniversary date, unless either agency submits a written request to amend the agreement.

The MOU shall be reviewed annually to determine if the partnership is still needed, if the goals are being achieved, if expectations are being met, and if the roles/responsibilities of each partner are being fulfilled. No changes may be made without consulting with the agencies through the undersigned to this MOU and receiving their concurrence. Should problem areas develop during the duration of this MOU, agency officials will coordinate to resolve them according to the Disputes provision that follows.

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 MOU 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.

L. 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 be attempted outside these stated requirements.

This MOU will become effective once signed by both parties.

J. Margarita Devlin
Acting Principal Deputy
Under Secretary for Benefits
Performing the Delegable Duties of the
Under Secretary for Benefits
U.S. Department of Veterans Affairs

Jessie Jane Duff
Deputy Assistant Secretary of Policy
Veterans' Employment and Training Service
U.S. Department of Labor