

MEMORANDUM OF UNDERSTANDING

By and Between

_____ Workforce Provider And

_____ Title IVD Agency

Contract#

This Memorandum of Understanding (MOU) is made and entered into by and between the _____ (state/local workforce provider) and the _____ (state child support agency) pursuant to the authority granted by and in compliance with the provisions of (relevant state statute/authority for intergovernmental contracting) The terms and conditions in the MOU are general terms and conditions concerning the ongoing relationship between the parties. In consideration of the mutual covenants and agreements, herein contained, the parties agree to the following:

I. PURPOSE OF THE MOU

The MOU is to establish a cooperative and mutually beneficial relationship between the parties to assist unemployed or under-employed non-custodial parents (NCPs) by providing employment services through the _____ (NCP employment program name).

II. PROGRAM DESCRIPTION

The _____ (employment program name) is an employment project designed to increase employment opportunities for unemployed or under-employed NCPs with the goal of increasing employment outcomes and child support payments for their children who are currently receiving or previously received public assistance. These NCPs are ordered by the court system to participate in (program name) or face enforcement action as ordered by the courts. The (workforce provider) works in tandem with the (IVD agency) to carry out NCP court orders.

III. DURATION OF AGREEMENT

This MOU is in effect upon written execution by both parties and shall continue in effect until XXXXXX.

IV. RESPONSIBILITIES OF THE PARTIES

4.1 The (workforce provider) shall:

- 4.1.1 Facilitate the development and continuance of effective working relationships between the (IVD agency), the local court system and (workforce provider) through the coordination of joint staff training and information sharing as they pertain to (NCP employment program) guidelines.
- 4.1.2 The (workforce provider) shall acquire NCP information from sources to include but not be limited to: the NCP him/herself, the (IVD agency), the local court system and any other relevant public records. The (workforce provider) shall share NCP information with the following to include but not be limited to: the NCP, the (IVD agency), and the local court system.
- 4.1.3 Ensure that (workforce provider's employment centers):
 - a. Designate staff to serve as liaison between (workforce), (IVD), and local court system.
 - b. Develop a thorough awareness of (IVD) and the local court system procedures and policies.
 - c. Provide employment services and timeframes for those services to eligible NCPs that mirror those found in the (TANF employment) program.
 - c.1 Program requirements for NCPs include but are not limited to completing an average of 30 hours of job readiness and job search efforts per week as verified by (workforce center), and
 - c.2 Follow up by (workforce staff) for six months after the NCP has secured employment to ensure success of participants and the program.

- d. Attend court dockets, enroll the NCP in (program name), require NCP to execute the (IVD) Authorization to Release Information to the (workforce program) and explains program requirements including consequences for non-compliance. See Confidentiality and Security of Information in section XXX of this MOU.
- e. Co-enroll participating NCPs in other workforce programs as needed.
- f. Initiate the NCP record and maintain a comprehensive log of participant outcomes using shared tracking methods to which both parties will have their respective read/write accessibility.
- g. Attends monthly meetings with (IVD agency) and the local court system to review (program) progress.
- h. Attends compliance hearings when requested in conjunction with (IVD agency) and court to provide evidence of NCP compliance and/or employment.
- i. Provides job placement information via email or another method agreeable to both (IVD agency) and (workforce provider) within three working days of receiving information that the NCP participant begins working, including name and address.
- j. Notify (IVD agency) via email or another method agreeable to both (IVD agency) and (workforce) staff within three (3) working days of determining that an NCP fails to comply with the employment plan.

4.2 **The (IVD Agency) shall:**

- 4.2.1 Identify NCPs that are not paying child support and file an appropriate motion for judicial action.
- 4.2.2 Communicate (NCP program) benefits and consequences to NCPs, if NCPs are ordered by the court into (NCP program).
- 4.2.3 Prepare appropriate NCP court orders, including provisions to participate in (NCP program).
- 4.2.4 Maintain a comprehensive log of participants ordered into (NCP program) and participant outcomes including child support payments, using mutually agreed upon tracking methods.
- 4.2.5 Set enforcement hearings when NCPs are not compliant with program guidelines.
- 4.2.6 Attend monthly meetings with (workforce program) and the local court system to review program progress.

4.3 **Both Parties shall:**

- 4.3.1 Formalize processes for sharing information regarding (NCP program) outcomes for reporting requirements, as appropriate and allowable.
- 4.3.2 Promote joint planning to include process and procedures.
- 4.3.3 Provide coordinated services that address barriers to assisting participants with finding and retaining employment and payment of child support.
- 4.3.4 Promote the development of additional resources with other appropriate supportive service partners for NCPs.
- 4.3.5 Develop and implement an efficient and effective process for participants ordered into the program.
- 4.3.6 Maintain the confidentiality of applicant information and use applicant data only for the administration of the parties' appropriate programs. For purposes of this MOU, "IVD data" shall mean all data and information (i) submitted to (workforce provider) by or on behalf of (IVD agency), (ii) obtained, developed, or produced by the (workforce provider) in connection with this MOU, (iii) communicated verbally whether intentionally or unintentionally or, (iv) to which the (workforce provider) has access in connection with provisions of these services.
- 4.3.7 Designate liaisons whose functions will include serving as a resource to their respective agency for the implementation of the MOU, providing guidance for the implementation of services under the MOU, coordinating communication and meetings between the parties to review policy, procedures and other issues related to the MOU, and coordinating interagency training programs.