

# **Strengthening Employment Services**

## **For Iowans with Disabilities**

### **An Interagency Memorandum of Agreement**

October, 2012

<http://www.ivrs.iowa.gov/MOAsession.html>

# Preface

In 1998, the State of Iowa developed an effective, collaborative working relationship among seven State agencies to identify and resolve barriers related to employment services for individuals with disabilities. In 2003 administrators of these State agencies signed a Memorandum of Agreement (MOA) which provided a foundation for collaboration that demonstrates the Partners' commitment to enhancing employment services for Iowans with disabilities through ongoing activities.

## **Partners to this Agreement**

- Iowa Department on Aging
- Iowa Department for the Blind
- Iowa Department of Education
- Iowa Department of Human Rights, Office of Persons with Disabilities
- Iowa Department of Human Services
- Iowa Developmental Disabilities Council
- Iowa Vocational Rehabilitation Services
- Iowa Workforce Development

Today, this partnership continues to engage in systems-change initiatives that are making an impact on the coordination of employment services where Iowans with disabilities are concerned.

The Partner agencies are committed to addressing systemic barriers to employment which are created through the different structures, policies and procedures of the partnering agencies. The purpose of these efforts is to increase the employment of individuals with disabilities in integrated, community-based settings. This new agreement reflects the strides made and the lessons learned by the Partners through the previous agreement. Therefore, the Partner agencies are signing this new agreement as a commitment to the continued systems changes that strengthen employment services and outcomes for Iowans with disabilities.

# Strengthening Employment Services for Iowans with Disabilities

## An Interagency Memorandum of Agreement

### I. IDENTITY OF THE PARTNERS AND MISSION STATEMENTS

**Iowa Department on Aging:** The Mission of the Iowa Department on Aging is to develop a comprehensive, coordinated and cost-effective system of long term living and community support services that help individuals maintain health and independence in their homes and communities.

**Iowa Department for the Blind:** A means for persons who are blind to obtain for themselves universal access and full participation as citizens in whatever roles they may choose.

**Iowa Department of Education:** Helping communities meet the learning needs of all of their children and adults.

**Iowa Vocational Rehabilitation Services, Iowa Department of Education:** To work for and with individuals who have disabilities to achieve their employment, independence and economic goals.

**Iowa Department of Human Rights, Office of Persons with Disabilities:** To promote equal access to work, services and opportunities to enhance the well-being of diverse populations in Iowa.

**Iowa Department of Human Services:** To provide supports and services to help individuals and families achieve safe, stable, self-sufficient and healthy lives.

**Iowa Developmental Disabilities Council:** The Council identifies, develops and promotes public policy and support practices through capacity building, advocacy, and systems change activities. The purpose is to ensure that people with developmental disabilities and their families are included in planning, decision making, and development of policy related to services and supports that affect their quality of life and full participation in communities of their choice.

**Iowa Workforce Development:** Provide quality, customer-driven services that support prosperity, productivity, health and safety for Iowans.

## **II. EFFECTIVE DATE OF THE AGREEMENT**

The effective date of this Memorandum of Agreement shall be October 1, 2012 through December 31, 2014.

## **III. PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to strengthen employment services for Iowans with disabilities. To accomplish this goal, collaboration and coordination of career and employment services must occur among the Partners and among their local offices in support of integrated, community-based employment.

## **IV. COMMITMENTS OF THE PARTNERS**

The Partners are committed to the encouragement and support of collaboration and coordination at all levels of service delivery.

**Commitment A.** The Partners agree to support all their local offices in collaborative service design to increase employment outcomes in integrated, community-based employment for all customers. See *Attachment B: Supporting Customers with Coordinated Plans that Share Outcomes* for examples.

**Commitment B.** The Partners agree to respect and maintain each Partner's existing program integrity.

**Commitment C.** The Partners will not mandate nor prescribe if or how local regions will develop and support a collaborative system.

**Commitment D.** This Agreement and its attachments shall be maintained as an ongoing resource to the local administrative and service staff of programs administered by the Partners. The leadership of the Partners Team will meet annually, or as needed, to fulfill this purpose

## **V. STRATEGIES**

**The strategies listed below will be implemented by the Operations Team (established in Strategy A below). This team will draw from their respective**

**agencies and partnerships the resources necessary to implement the strategies. Activity in each strategy will be reported annually to Partner directors or administrators by the Operations Team.**

**Strategy A. Maintain an Operations Team to advocate for and facilitate collaboration among Partners at the State and local level.**

1. Each of the Partners shall designate a representative to serve on an Operations Team and to be available to their respective local offices and Regional Workforce Investment Boards as appropriate to answer questions about current policies and procedures that affect collaboration and use of resources. See *Attachment A: Operations Team*.
2. The Partners shall review and adapt the membership of the Operations Team to assure that the Operations Team has the resources it needs to address current barriers to collaboration or other issues and to solicit input at the State and local level.
3. The Partners shall ensure that Operations Team members are available to help with local objectives regarding collaborative service design as designated in *Attachment A: Operations Team*.
4. The Operations Team shall report to the Signers or their designees on an annual basis for the life of this Agreement for purposes of communication, evaluation and modification of this Agreement. Operations Team responsibilities are designated in *Attachment A: Operations Team* and *Attachment E: Evaluation*.
5. The Operations Team shall coordinate efforts of their department with other employment and disability initiatives and efforts statewide. This includes those initiatives operated by the Partners, as well as initiatives operated outside of the partnership. Through coordinating efforts, partner agencies will avoid duplication of current resources and services as well as improve ability to leverage resources to effectively reduce barriers impeding integrated, community-based employment options for lowans with disabilities.

**Strategy B. Identify and assess barriers to collaboration at all levels of service delivery.**

1. The Operations Team shall maintain communication among State and local offices to solicit State-level and local input on collaboration issues as designated in *Attachment A: Operations Team* and *Attachment D: Communication*.

2. Partners shall continue to identify and address barriers to collaboration. See *Attachment D: Communication* for a description of the communication processes.
  - a. The Operations Team shall solicit information and recommendations from the local offices and from Partners at the State level about policies and procedures that hinder collaboration or cause systemic barriers related to eligibility standards, information dissemination, funding streams, reimbursement rates, or data collection and measurements.
  - b. When appropriate, new guidelines shall be shared with local offices through amendment to this Agreement, addition of Attachments to this Agreement, or other statewide methods of communication among Partners at all levels.

**Strategy C. Resolve collaboration issues, promote innovative policies, procedures, and practices in service delivery and communicate those consistently statewide to local partners.**

Partners at the State level shall work together to resolve collaboration issues that affect more than one agency. The Operations Team is responsible for implementation of this strategy as designated in *Attachment A: Operations Team*.

**Strategy D. Insure linkages to Iowa's Businesses through ongoing communication, technical assistance and sharing of promising practices that add value to Iowa's diverse workforce.**

Partners at the State level shall insure linkage to Iowa's business through sharing of business initiatives at the Operations Team level and coordinating joint efforts through Employers Disability Resource Network (EDRN).

**Strategy E. Evaluate the success of fostering and supporting collaboration in achieving employment outcomes for Iowans with disabilities when the Partners share customers, resources, and information.**

Partners at the State level shall work together to evaluate the success of fostering and supporting collaboration and to seek sources of data or methods of measurement to lead to quantitative evaluation of employment outcomes for Iowans with disabilities. The Operations Team will monitor, trend, and analyze available data to implement this strategy as designated in *Attachment A: Operations Team* and *Attachment E: Evaluation*.

## VI. CONFIDENTIALITY

Information held by each of the Partners that identifies clients and services is confidential. **Through this Agreement, the Partners shall be considered subject to comparable standards of confidentiality.** Each Party and its employees, agents and subcontractors shall be allowed access to and exchange of such information only as needed for performance of their duties related to this Agreement. None of the Partners shall use confidential information for any purpose other than carrying out their obligations under this Agreement. Information falling into “restricted data” categories can be shared to meet career objectives, while those items falling into the “restricted data” categories cannot be shared, without the authorized signed releases of information. These categories are identified in Attachment C. Each Party shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. Each Party may be held civilly or criminally liable for improper disclosure. In the event any Party is served with a subpoena or other legal process for records containing confidential information shared by the Partners or if any Party is aware of any unauthorized disclosure of confidential information shared by the Partners, that Party shall immediately notify the Partners concerned as designated in *Attachment A: Operations Team*. Guidelines for sharing data among local offices of the Partners are designated in *Attachment C: Information Sharing and Confidentiality*.

## VII. OFFICIAL MEETINGS

The Operations Team will establish a time and sequence for official meetings of the signers, or their designees, to meet at least annually. In addition, the Partners may schedule special meetings to deal with specific issues as needed.

## VIII. WITHDRAWAL OR TERMINATION UPON NOTICE

- A. Any Partner may withdraw from this Agreement, without penalty or incurring of further obligation, upon thirty (30) days written notice to the other Partners.
- B. The Partners may terminate the Agreement within thirty (30) days of a majority vote of the Signers or their designees at any meeting as described in Section VII.

## IX. NOTICES

Notices under this Agreement shall be in writing to the Signers at their official address. The effective date of any notice under this Agreement shall be the date of mailing.

## X. SIGNATORY

For the benefit of Iowa's economy, business entities, job seekers, workers and our own service entities dedicated to the growth and welfare of Iowans, we commit our agencies to the support and promotion of the Purpose, Commitments, and Strategies outlined above.



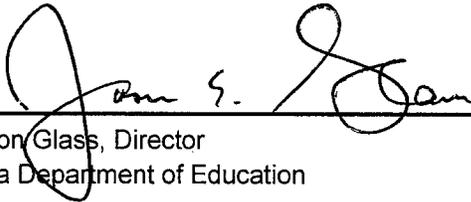
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Donna Harvey, Director  
Iowa Department on Aging



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Richard Sorey, Director  
Iowa Department for the Blind



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Jason Glass, Director  
Iowa Department of Education



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David Mitchell, Administrator  
Iowa Vocational Rehabilitation Services



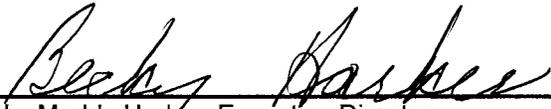
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San Wong, Director  
Iowa Department of Human Rights



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Charles M. Palmer, Director  
Iowa Department of Human Services



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Becky Maddy Harker, Executive Director  
Iowa Developmental Disabilities Council



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Teresa Wahlert, Director  
Iowa Workforce Development

# ATTACHMENTS

# Summary of Attachments

## **A. Operations Team**

The Agreement identifies the commitment of the MOA Partners to make resources available to address collaboration in delivering employment services to persons with disabilities. These resources will be in the form of an Operations Team—a team of agency staff that will serve to develop and update the supporting materials, communicate with the state partnership, and provide consultation to local offices. This section will outline the responsibilities of the Operations Team.

## **B. Supporting Customers with Coordinated Plans that Share Outcomes**

This attachment clarifies the common ground that the MOA Agencies have, as well as the identification of the flexibility that local offices have in sharing and serving customers.

## **C. Information Sharing and Confidentiality**

There is agreement among the MOA Partners that the example of "safe" information that partners can readily record and share with other local partners is possible because all partners are subject to comparable standards of confidentiality.

## **D. Communication**

This attachment outlines the provision for ongoing feedback, evaluation and measurement of progress on the objectives established in the Agreement.

## **E. Evaluation of the Effectiveness of the Agreement**

This attachment describes the responsibilities of the Operations Team for seeking data in order to report how the activities of this agreement demonstrate improved employment outcomes for lowans with disabilities.

# Attachment A: Operations Team

## **Purpose of Attachment A**

To identify the members and responsibilities of the Operations Team.

## **The Operations Team**

The Operations Team is composed of a representative from each MOA Partner. The purpose of the Operations Team is to work together to resolve collaboration issues and act as a resource for State-level Partners and for local communities to implement strategies that promote coordinated services for job seekers with disabilities. The commitment required from each Partner representative will be determined by the issues before the Operations Team and the particular expertise needed to address them.

## **Responsibilities of the Operations Team**

The Operations Team shall:

1. Establish and maintain open communication among the local offices, the Operations Team, and the Partner agencies as described in *Attachment D: Communication*. This continuous feedback loop shall solicit and foster State-level and local input on issues such as the following:
  - a. Strategies to strengthen collaboration, e.g., cross-training needs, multidisciplinary focus groups.
  - b. Evidence of increased collaboration among the local partners.
  - c. New or continuing barriers to increased collaboration.
  - d. Sharing information on new policies and procedures, best practices, and collaboration processes and their implementation across the Partner programs.

- e. New needs for further study to resolve barriers to collaboration, improve the system or identify root causes.
2. Make recommendations to and seek direction from the directors or administrators of the Partner agencies or their designees to address newly identified barriers as appropriate.
3. Compile and disseminate information to all Partners and staff relevant to the purpose of this agreement on:
  - a. All materials contained within the Agreement, Attachments, Appendix and related documents as they exist, and as they are updated,
  - b. Effective models or best practices that demonstrate ways to maximize resources in the delivery of career and employment services so as to effectively include lowans with disabilities in the workforce, and
  - c. New policies or procedures for addressing barriers to collaboration.
4. Provide technical support upon request to local communities through Regional Workforce Investment Boards, local communities, and other entities addressing employment issues for persons with disabilities. Examples include:
  - a. Assisting in assessment of regional issues and opportunities.
  - b. Facilitating relationships with new partners that will enhance customer outcomes.
  - c. Linking local communities to data sources that enhance local problem solving.
  - d. Evaluating access to employment services for customers.
5. Report to the directors or administrators of Partner agencies at least annually but as often as needed so the Partner agencies may review outcomes related to this Agreement and otherwise evaluate the effectiveness of the Agreement. *Attachment E: Evaluation* describes Operations Team evaluation responsibilities

6. Support the Partner agencies in cooperative planning and with the review and support of Iowa proposals for Federal grants and initiatives that are related to the collaboration and coordination of career and employment services for Iowans with disabilities.
7. Coordinate employment and disability-related initiatives within and outside of the efforts of the Partner agencies. This includes collaborative responses generated by the partnership to address services gaps that the partnership has identified.

## Operations Team

**Terry Hornbuckle, IDA**

510 East 12 Street, Ste 2  
Des Moines, Iowa 50319  
(515) 725-3323  
[Terry.hornbuckle@iowa.gov](mailto:Terry.hornbuckle@iowa.gov)

**Mike Williams, DHR-OPD**

Lucas State Office Building, 2<sup>nd</sup> Floor  
Des Moines, Iowa 50319  
(515) 281-8088  
[Mike.williams@iowa.gov](mailto:Mike.williams@iowa.gov)

**Barbara McClannahan, IVRS**

510 East 12<sup>th</sup> Street  
Des Moines, Iowa 50319  
(515) 281-0264  
[Barb.mcclannahan@iowa.gov](mailto:Barb.mcclannahan@iowa.gov)

**Shan Sasser, IDB**

524 4<sup>th</sup> Street  
Des Moines, Iowa 50309  
(515) 281-1256  
[Shan.sasser@blind.state.ia.us](mailto:Shan.sasser@blind.state.ia.us)

**Doug Keast, IWD**

150 Des Moines Street  
Des Moines, Iowa 50309  
(515) 242-0408  
[Douglas.keast@iwd.iowa.gov](mailto:Douglas.keast@iwd.iowa.gov)

**Becky Harker, Iowa DD Council**

617 E 2<sup>nd</sup>  
Des Moines, Iowa 50309  
(515) 281-9083  
[bharker@dhs.state.ia.us](mailto:bharker@dhs.state.ia.us)

**Janet Shoeman, DHS**

Hoover Building, fifth Floor  
Des Moines, Iowa 50319  
(515) 281-6082  
[jshoema@dhs.state.ia.us](mailto:jshoema@dhs.state.ia.us)

**Lin Nibbelink, DHS/Mental Health and Disability Services**

1305 E Walnut Street  
Des Moines, Iowa 50319  
(515) 281-3023  
[lnibbel@dhs.state.ia.us](mailto:lnibbel@dhs.state.ia.us)

# Attachment B: Supporting Customers with Coordinated Plans that Share Outcomes

## **Purpose of Attachment B**

To illustrate that the Partners to this Agreement share and support the efforts of local offices to coordinate employment plans and outcomes for customers.

## **Coordinated Plans**

Most Partners have official forms for employment planning required under Federal and State rules and regulations. Local Partners may choose to develop additional procedures for communicating those employment objectives and demographic information on common customers. Such procedures should facilitate ways for common goals and objectives to be written into the various required State and Federal forms.

Suggestions to facilitate exchanging information that coordinate employment plans include:

1. Using the "safe data" elements outlined in *Attachment C: Information Sharing and Confidentiality*.
2. Indicating to the customer that their local workforce system has many State and local partner agencies that work together for the customer's benefit.
3. Informing the customer that partner agencies can share appropriate information related to the customer's employment objective.

## **Shared Credit for Successful Outcomes:**

The Partner agencies of the Agreement recognize that job seekers who are common customers of multiple partner agencies may have their outcomes credited to all of the programs that provided a portion of the service.

Following are two examples:

**Mr. B**, who is blind, used the resources of IowaWORKS. The Regional Workforce Investment Board (RWIB) has established an integrated membership and service-planning process with the DOL programs, and has the expectation that the other system agencies coordinate service process with this, so that overall job seeker experience will be service-oriented rather than program-oriented.

Mr. B shared his educational and employment history with the Center for Independent Living, his first point of contact at IowaWORKS. He requested services that would allow him to meet his goal of employment in a human resource position. The following partners worked with Mr. B:

1. IowaWORKS services provided guidance and access to labor market information in the Skills Development area of IowaWORKS, looking at growth in human resources occupations, the skills needed, and current openings available. Support was provided to participate in one-year Human Resource Management program to supplement his Bachelor's degree in Business Management. (Two separate funding streams responded to him: *Wagner-Peyser* and the *WIA Adult Program*.)
2. The Iowa Department for the Blind provided him with the Vocational Rehabilitation services of vocational counseling, with special emphasis on positive philosophy of blindness, training in alternative skills and techniques, assistive technology, assessing workplace accommodations, and information on the rights and responsibilities for employer and employee under the Americans with Disabilities Act (ADA).
3. The Center for Independent Living helped him identify available transportation services.

**Outcome:** Based upon his enrollment in these programs, and his progress, Mr. B found employment through an internship experience during his second semester.

The three entities contributed to Mr. B's employment outcome and each recorded that success in reporting to the various Federal agencies. As Mr. B follows his career path, he will return to the IowaWORKS Center to update his personal employment objectives. Mr. B's new employer will have the ongoing support of the Department for the Blind staff when questions arise regarding employment and accommodations.

**Ms. A** received Family Investment Program (FIP) benefits through the Iowa Department of Human Services. She developed a Family Investment Agreement (FIA) with a PROMISE JOBS worker at IowaWORKS. Ms. A did not earn a high school diploma or a GED because she "...just didn't do well in school...". She did not seem to be a good candidate for the Certified Medical Assistant Program in which she was interested.

1. PROMISE JOBS staff recommended that she test for a possible learning disability.
2. IowaWORKS and Iowa Vocational Rehabilitation Services (IVRS) partners in Region K used their joint assessment process for Ms. A. The test revealed that she did have a learning disability. They recommended that she use speech capability software for her computer which would allow her to complete her coursework, first to earn her GED and then to complete the CMA training.
3. The Center for Independent Living in Region K purchased the software for Ms. A, using funds from a grant intended to support people needing adaptive technology to complete training or to enter the labor force.

**Outcome:** As Ms. A began the CMA training course, she was offered a job on the basis of her participation in training. Ms. A's employer offered her full-time employment status and a wage increase if she completed the training.

For their participation, PROMISE JOBS, IVRS, IowaWORKS and the Center for Independent Living will all report the outcomes that Ms. A achieved through job placement, career growth, increased earnings, and decreased dependence on welfare.

# Attachment C: Information Sharing and Confidentiality

## **Purpose of Attachment C**

The purpose of Attachment C is to reinforce that all Partners to this Agreement are considered subject to comparable standards of confidentiality and may share "safe data" information that is necessary for purposes related to vocational rehabilitation, training and/or job placement. Attachment C provides definitions of "safe data" and "restricted data". Federal and State regulations regarding confidentiality of client information are also listed below.

## **Definitions and Use of Data**

**"Safe data"** is defined as information appropriate for any of the Partners recognized in this Agreement to access in the performance of duties related to this Agreement. Examples of "safe data" are found below.

**It is the understanding of all Partners that "safe data" can be confidentially shared with one another through common intakes or other locally agreed upon methods of obtaining the client's informed consent.\*\*** All information shared between agencies shall be used only for purposes of administration of programs, services or assistance and cannot be disclosed to or used by persons or agencies outside of this Agreement without customer authorization.

**"Restricted data" includes information specific to Medicaid and hawk-i eligibility, mental health, disability information, alcohol or drug abuse or HIV/AIDS information. Supplemental Security Income (SSI) information and Social Security Disability Insurance (SSDI) information are also "restricted data."** Any other data which is not clearly "safe data" should also be considered "restricted data." "Restricted data" will *never* be shared between the Partners without specific authorizations for release of information.\*\*

**It is further understood by all Partners that all client data remains confidential and access to the information is appropriate only for the purpose of collaboration, and coordination of career and employment services among the local offices of the Partners.** It is expected that each Partner shall establish and enforce policies and procedures for safeguarding the confidentiality of such data.

\*\*An example of a statement that IVRS uses on the Applicant's Rights and Responsibilities Form states: "I understand that I have a right to have all information provided by me or others to IVRS kept confidential. I understand that a release of information is not required for IVRS to share information with state partners who share common standards of confidentiality, including the Iowa

Department of Education, Iowa Department of Human Rights, Iowa Department of Human Services, Iowa Department for the Blind, and the Iowa Developmental Disabilities Council. Examples of this may include, but are not limited to, checking Iowa Workforce Development wage records, accommodation discussions related to my Individual Plan for Employment with training program staff, placement providers, and potential employers. I understand information will only be shared consistent with all federal and state laws and regulations, and may be shared by telephone, email, fax and/or U.S. mail.”

# Examples of Safe Data Elements

## **Identifying Information:**

Customer name  
Customer date of birth  
Gender  
Citizenship  
Ethnic group  
Marital status  
Number living in household

## **Contact Information:**

Address (City, County, State, Zip)  
Telephone number  
Cell phone number  
Email address

## **Functional Employment Data\*\*:**

Education level  
Limited English proficiencies because the native language is not English  
Functional limitations\*\*  
Reasonable accommodations required on a job or in school\*\*  
Employment history  
Transferable skills

## **Receiving Financial Assistance\*\*:**

General Assistance  
Refugee Cash Assistance  
Family Investment Program  
Veteran's benefits  
Worker's compensation  
Food Stamp Program, called Food Assistance in Iowa  
Health insurance coverage (type)\*\*

\*\* The Iowa Department of Human Services (DHS) is regulated by the federal Health Insurance Portability and Accountability Act (HIPAA) because of their unique circumstances as a health plan (DHS health plans are Medicaid and *hawk-I*) and as a health care provider (DHS facilities are health care providers). Therefore, DHS must ensure that they disclose protected health information to entities outside of DHS under appropriate privacy rules. DHS must consider information specific to mental health, disability information (including functional limitations), alcohol or drug abuse or HIV/AIDS information, Supplemental Security Income (SSI) information and Social Security Disability Insurance (SSDI) information "restricted data." Whether a person receives Medicaid or hawk-I is also "restricted data". DHS cannot share this type of information without a signed release covering the specific information to be shared and the specific agency with which it will be shared.

## Agency Regulations:

IVRS & Blind	DHS
<ul style="list-style-type: none"> <li>• Rehab Act of 1973 as amended (34 C.F.R. 361.38)</li> <li>• Public Law 93-282, Confidentiality of Alcohol &amp; Drug Abuse Patient Records</li> <li>• Iowa Code Section 141.A9 on release of HIV/AIDS information</li> </ul>	<ul style="list-style-type: none"> <li>• 402(a)(1)(iv) of the Social Security Act (FIP and PROMISE JOBS)</li> <li>• 42 C.F.R. 431.301 through 431.306 (Medicaid)</li> <li>• 45 C.F.R. Parts 160 and 164 as amended to August 14, 2002 (HIPAA)</li> <li>• Iowa Code Section 217.30</li> <li>• 441 IAC9, especially 441 IAC 9.7(17A, 22, 228) and 441 IAC 9.10(17A, 22)</li> </ul>

Dept. of Education	Iowa Workforce Development
<ul style="list-style-type: none"> <li>• Family Educational Rights and Privacy Act (FERPA) (34 C.F.R. Part 99)</li> <li>• Protection of Pupil Rights Amendment (PPRA) (34 C.F.R. Part 98)</li> <li>• Individuals with Disabilities Education Act (IDEA) (34 C.F.R. Parts 300, 303)</li> <li>• Federal Drug &amp; Alcohol Patient Records Confidentiality Law (42 C.F.R. Part 2)</li> <li>• No Child Left Behind (the Elementary and Secondary Education Act (Public Law 107-110-Jan.8, 2002)</li> </ul>	<ul style="list-style-type: none"> <li>• 402(a)(1)(iv) of the Social Security Act (FIP and PROMISE JOBS)</li> <li>• Iowa Code Section 217.30</li> <li>• Iowa Code Section 96:11</li> <li>• DHS agreement with IWD ACFS 11-064</li> </ul>

<b>Iowa Department on Aging</b>
<ul style="list-style-type: none"> <li>• Title V – Community Service Senior Opportunities Act</li> <li>• Department of Labor: Employment and Training Administration (20CFR Part 641)</li> <li>• Iowa Administrative Code (17 Chapter 10) Senior Internship Program</li> </ul>

# Attachment D: Communication

## **Purpose of Attachment D**

To encourage and support the development of a reliable system for sharing information among Partners of this Agreement, their local offices and the communities in which they provide services.

## **Seeking Effective Communication**

Communication will be the "grease" to promote smooth and effective collaborative services that local and State partners are seeking in their service delivery to lowan's with disabilities. Communication, as past experience has shown, does not always happen naturally in ways that serve us all. Effective communication requires effort and, sometimes, a little push.

## **Elements of Effective Communication**

### **Common Language**

Coordination of services among agencies is more effective when collaborating partners have a common language with which to communicate. If terms cannot be made identical among partners, it becomes important for the partners to learn each other's vocabulary. *Appendix 1* provides a reference for agencies engaged in conversations about collaboration.

### **Feedback Loop**

Discussion of the role of the Operations Team in *Attachment A: Operations Team* indicates they will solicit feedback from front line staff, consumers and business partners. Further, they are to establish and maintain a continuous feedback loop among the local offices, the Operations Team, and the State Partner directors or administrators. The concept of a loop is that it has no beginning and no end. Information moving in the loop touches all points as it moves through. In this manner, continuous communication will serve to make the system stronger and more effective.

### **Local Partners in the Feedback Loop**

In order to have a collaborative service design that is developed responsively, the people who provide service are the most important part of the feedback loop. Service delivery staff of all agencies has an ongoing responsibility to report to the Operations Team the service delivery barriers they find. They are also a critical partner in providing recommendations for removing those barriers. Local partners are encouraged to contact Operations Team members with comments, observation, and suggestions—freely and often.

## **Operations Team in the Feedback Loop**

The Operations Team is available to support activities such as the following:

- Training, facilitation and education on topics relevant to the local partners,
- Dissemination and sharing of information around partnership and collaboration, and
- Development of local memorandums of understanding.

In summary, barriers to collaboration identified by local staff in one locality enter the feedback loop when they are reported to the Operations Team. This will enable the Operations Team to solicit additional ideas from local partners across the State or to identify and share promising practices that may already exist. This communication among the Operations Team and local partners that may lead to improved policies and procedures.

## **Examples of Communication Tools**

### **Active Communication by Local Administrators and Staff and Regional Workforce Investment Boards**

- Questions and observations in open forums.
- Participation in statewide information-sharing sessions.
- Consultation with members of the Operations Team as desired.
- Communicating perceived system barriers to the Operations Team.

### **Web-Enabled Information Systems**

Coordination of web-based information-sharing could be an activity of State and local agencies. As an example, see <http://www.ivrs.iowa.gov/MOAsession.html>

### **Collaboration and Barriers Surveys and Accessibility Reviews**

From time to time, either through collaborative initiatives or in other resources that become available to the Operations Team, the Operations Team may be able to offer additional support and technical assistance to local partners to support their own local initiatives that address the mission of this MOA. As these opportunities present themselves, the Operations Team will communicate directly to Regional partnerships and through the MOA listserv about the availability of resources to help local partners with issues such as the following:

- Survey, analyze and discuss status and progress in addressing local collaborative missions.
- Review program accessibility.
- Address other related barriers or conditions that inhibit employment services to Iowans with disabilities.

# Attachment E: Evaluation

## **Purpose of Attachment E**

The purpose of Attachment E is to describe the responsibilities of the Operations Team for seeking data in order to report how the activities of this agreement demonstrate improved employment outcomes for lowans with disabilities.

## **Evaluation**

The State Partners will not mandate, nor prescribe, how local regions will develop and support a collaborative system. This Agreement and its Attachments will provide encouragement and support of local community plans that address collaboration and sharing resources to serve common customers.

The ultimate indicator of success in this effort will be the increased inclusion of people with disabilities in the workforces of local communities. The collaboration efforts of the Partners of the MOA will be designed to increase the services and supports for lowans with disabilities to be viable applicants for the 200,000 new jobs created as a result of the Governor's goal for the State of Iowa:

## **Evaluation Responsibilities of the Operations Team**

1. The Operations Team shall identify sources of data or methods of measurement to lead to quantitative evaluation of employment outcomes for lowans with disabilities.
2. The Operations Team shall monitor, trend, analyze, and report such data to the directors or administrators of the Partner agencies.
3. Submit a written report each year to the Governance Group summarizing activities and recommendations from the past year.

# Appendix

## *Appendix: Glossary of Terms*

**ADA:** Title I of the **Americans with Disabilities Act** of 1990 went into effect July 26, 1992. This Act prohibits employers, State and local governments, employment agencies and labor unions from discriminating against qualified individuals in job procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.

**Collaboration:** A mutually beneficial and well-defined relationship entered into by two or more organizations to achieve common goals. The relationship can include a commitment to: (1) a shared vision and mutual goals; (2) shared responsibility, and agreed-upon methods of communication; (3) mutual authority and accountability for success; and (4) the sharing of resources and rewards.

**Comprehensive Services:** Belief that through linkages, services should address the full range of needs of the individual.

**Confidentiality:** Each agency has developed written policies and procedures to safeguard the confidentiality of all personal information. Discussion and exchange of **safe data** as identified in *Attachment C* of this Agreement and that is considered necessary for the administration of another agency or organization's program is appropriate. A State agency may release **secure data** as identified in *Attachment C* of this Agreement only with the appropriate signed consent form.

"Each Party and its employees, agents and subcontractors shall be allowed access to and exchange of such information only as needed for performance of their duties related to this Agreement. None of the Partners shall use confidential information for any purpose other than carrying out their obligations under this Agreement. Each Party shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. Each Party may be held civilly or criminally liable for improper disclosure."

**Consumer/Customer:** Another term for applicants and clients of the agency.

**Disability:** There is no one standard definition of disability. For example, the definition used by Vocational Rehabilitation differs from the one used by the Social Security Administration. Furthermore, these definitions differ from the one used in the Americans with Disabilities Act of 1990. Because the clients' eligibility for services can be impacted by the agency's definition, it is important for each collaborating agency to respect and support each partner's policies.

**Employment Plan:** The plan of services which spells out the individual's vocational goal and mutually agreed upon services that will be needed to reach that goal. It also spells out who is responsible for providing the various needed services and how their success will be evaluated.

Examples of Employment Plans:

- IVRS: Individual Plan for Employment (IPE)
- PROMISE JOBS: Family Investment Agreement (FIA)
- Department for the Blind: Individualized Plan for Employment (IPE)

**Flexible State Government:** Recognizes that there are many solutions and allows for adequate consideration to a full range of these solutions.

**Functional Limitations:** Work activities that are restricted in comparison to the average person in the general population as to the conditions, manner, or duration under which activities can be performed. Examples of such activities may include standing, walking, lifting, speaking, hearing etc.

**HIPAA:** The Health Insurance Portability and Accountability Act is a federal statute that sets national standards for health plans, health care clearing houses, and health care providers (and their business associates) regarding the privacy of an individual's identifiable health information.

**Information and Referral:** The information and referral process helps match people with services. The process is a means by which one agency directs a client to another agency for a particular service and should include provisions that provide information supporting informed choice.

**Informed Choice:** An individual is assisted in developing an understanding of the scope and nature of the services and service providers needed to develop and reach a specific vocational goal.

**Pre-Employment Inquiries:** Employers may not ask job applicants about the existence, nature or severity of a disability. Applicants may be asked about their ability to perform specific job functions.

**PROMISE JOBS – PROMOTING INDEPENDENCE and SELF-SUFFICIENCY through EMPLOYMENT, JOB OPPORTUNITIES and BASIC SKILLS.** This is the employment and training service arm of the Temporary Assistance for Needy Family (TANF) program administered through DHS and contracted through IWD.

**Qualified Employee or Applicant with a Disability:** An individual who, with or without reasonable accommodation, can perform the essential functions of the job in question.

**Reasonable Accommodation:** Reasonable accommodation may include, but is not limited to:

- Making existing facilities readily accessible to and usable by persons with disabilities;
- Job restructuring, modifying work schedules, reassignment to a vacant position;
- Acquiring or modifying equipment or devices;
- Adjusting or modifying examinations, training manuals, or policies, and providing qualified readers or interpreters.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business.

An employer is not required to lower quality of production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

**Self-sufficiency:** ability to supply one's own needs without external assistance.

**Workforce System:** The Iowa Workforce System is made up of private sector business, labor, state and local governments and government agencies providing services including job placement and training for youth and adults, and employment-related services for veterans, people with disabilities, migrant farm workers, limited English speakers, and other lowans in need of special assistance. The system also serves employers by providing job listings and applicants, as well as testing, screening, and labor market information.

# Comparative Definitions for Confusing Terms

<p><b>Intake:</b> The process of working with an individual, including the provision of information about workforce services.</p>	<p><b>Application:</b> The processes of completing forms to request services, receiving the explanation of Rights and Responsibilities and signing the form. Certification of eligibility is determined after completing this process.</p>
<p><b>Eligibility:</b> Conditions that must be met before services may be provided. For example, to be eligible for vocational rehabilitation services there must be documentation of a physical or mental impairment which constitutes or results in a substantial impediment to employment, and requires rehabilitation services to prepare for, enter, engage in or retain gainful employment.</p>	<p><b>Entitlement:</b> Something to which an individual has a right simply by meeting criteria, which may have nothing in particular to do with the service to be received. For example, a child who lives in Iowa has the right to a free, appropriate public education.</p>
<p><b>Safe Data:</b> Data that can be readily shared by partner agencies identified in this Agreement and that is expected to be held confidential by the accepting agency. <i>See Attachment C.</i></p>	<p><b>Secure Data:</b> Data that requires specific releases of information includes information related to mental health, disability information, alcohol or drug abuse or HIV/AIDS information. <i>See Attachment C.</i></p>
<p><b>SSI:</b> Supplemental Security Income program authorized under title XVI of the Social Security Act. SSI makes cash assistance payments to aged, blind and disabled people (including children under age 18) who have limited income and resources.</p>	<p><b>SSDI:</b> Social Security Disability Insurance authorized under title II of the Social Security Act. SSDI provides benefits to disabled or blind individuals who are "insured" by workers' contributions to the Social Security trust fund. To be eligible for SSDI the worker must have worked and paid Social Security taxes for enough quarters to be covered under Social Security insurance.</p>