



WORKFORCE INNOVATION OPPORTUNITY
ACT (WIOA) PROGRAM POLICY 30 rev. 2

EFFECTIVE DATE: January 2023

SUBJECT: One Stop Policy

REFERENCES:

- Workforce Innovation and Opportunity Act (WIOA), July 22, 2014
- WIOA Joint Final Rules for One-Stop System Joint Provisions – U.S. Department of Labor (Title I), Rehabilitation Services Administration (Title IV), Office of Career, Technical, and Adult Education (Title II): 20 CFR, Parts §678.300, §678.310, §678.800, §361.300, §361.310, §361.800, §463.300, §463.310, §463.800, One-Stop Certification
- NMDWS Guidance Letter 16-005, NMDWS Policy 17-17
- 20 CFR, Parts § 361.800, § 361.135, § 361.705

PURPOSE

This policy provides instruction and guidance on the process and deadlines for the implementation of Section 121(e)(4) of the WIOA Act as well as clarify the recertification process. The NALWDB policy regarding one stop operations is in place to establishing the delivery of one stop services with minimal interruptions to the participant and focus on the quality of service provided to businesses and job seekers.

The NALWDB collaborates with a wide variety of individuals, businesses, and organizations. The NALWDB views its mission as guiding a regionally recognized workforce development system that aligns with the economic and educational goals of the State of New Mexico resulting in a qualified workforce available to businesses across counties; our mission directly supports economic business growth. The vision is for a New Mexico where every person maximizes his or her career potential, and businesses have access to the human capital they need to be successful. The collaborative development of this local plan is intended to create a foundational blueprint for local chief elected officials, economic development organizations, state agencies, community organizations, labor unions, local businesses, and WIOA adult and youth service providers to utilize in coordinating Northern Area Local Workforce Development Board services for businesses, job training, and placement activities to meet the diverse, unique needs of both the mostly rural and also urban areas within the NALWDB service delivery area.

BACKGROUND

The U.S. Department of Labor has established the “American Job Center” network, in order to create unified name and brand to identify online and in person workforce development services as part of a single network of services that use public funding. The one-stop delivery system must use either that common identifier as its name, or use the tag line phrase, “a proud partner of the American Job Center network.”



The State Board and the AE are responsible for guiding the establishment of a statewide one-stop delivery system, called One Stop Centers. This system is a collaborative effort among education, business, public agencies, and community-based organizations to provide services to job seekers and employers. Services are provided through a variety of access points. Each local workforce development area (local area) is required to have at least one comprehensive (center) that includes, at a minimum, three partners: WIOA adult and dislocated worker services, Wagner-Peyser labor exchange, and access to unemployment insurance services. Additional access points may include affiliate centers as well as stand-alone partner agency locations.

One Stop Responsibilities

Within the Northern Region, there are two comprehensive One Stop centers (Santa Fe County and San Juan County), and four affiliate One Stops. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Title I.B Adult, Dislocated Worker, and Youth Services, Title III Wagner-Peyser services, and provide for both staff assisted and self-directed services and access to Unemployment Insurance via the telephone or through the resource center facilities with staff assistance available.

Resources available at each NALWDB One Stop Center includes, but are not limited to: computers with internet access, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search, and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for all One Stop Centers within the Northern Region are traditionally Monday through Friday 8:00 AM to 5:00 PM and subject to change by directive of the office's Site Manager. In addition to the business hours in the centers, customers, including individuals and businesses, can contact the Northern Region One Stop Centers by phone at (505) 776-4358, or request assistance at a dedicated website (www.nnmworkforceconnection.com).

One-Stop Operator

The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Site Managers, will at a minimum facilitate daily operations, including but not limited to:

- Manage and coordinate Partner responsibilities, as defined in the partner MOU;
- Implement board policy;
- Manage hours of operation, including any possible extended hours of operation;
- Work with Partners to coordinate daily work schedule and ensure sufficient staff availability to ensure service coverage during all work hours;
- Assist the NALWDB in establishing and maintaining the One Stop network structure. This includes but is not limited to ensuring that State requirements for center certification are met and maintained, ensuring that career services such as the ones outlined in WIOA sec. 134©(2) are available and accessible, ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed, ensuring that NALWDB policies are implemented and adhered to;



- Provide guidance and leadership to ensure NALWDB One Stop Center policies and procedures are clearly communicated and followed;
- Provide guidance and leadership to ensure compliance with all Federal regulations related to WIOA, state and local policies are implemented accordingly. Additionally, ensure provisions of the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity are understood and followed.
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service:
- Integrate Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than program), when permitted by a program's authorizing stature and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts;
- Establish and sustain relationships with NALWDB One Stop partners with a focus on creating opportunities to engage in shared planning, visioning, continuous improvement, and program outcomes and evaluation;
- Ongoing identification and development of community partners to engage in workforce systems activities that lead to improvements in community awareness or engagement in workforce development strategies; and enhanced interest in organizations and businesses to use NALWDB One Stop Centers services;
- Support the implementation of continuous quality improvement approaches and methodologies to enhance the system effectiveness across all programs;
- Identify and coordinate capacity-building activities to improve the effectiveness and performance of partners working with and within the NALWDB One Stop Centers; including youth services and programs for individuals with disabilities;
- Facilitate opportunities for shared learning and training;
- Convene regular meetings of all Partner agencies and organizations to support full engagement and share leadership in the organizing and developing of ongoing activities and processes; including youth services and programs for individuals with disabilities;
- Actively engage in opportunities to share leadership with all partners by creating opportunities to report, present, and share activities, such as through local board and committee meetings, community forums, and other appropriate settings throughout the Northern Area;
- Assure the NALWDB One Stop Centers comply with all required customer support and information as required under local, state and federal regulations;
- Collaborate with partners to facilitate and participate in special projects such as job fairs, business driven workshops, and facilitate with the partners on communicating employers' needs to the One Stop Centers partners;
- Oversee and coordinate partner, program, and NALWDB's One Stop Centers network performance, including but not limited to: Providing and/or contributing to reports of center activities, providing input on the work performance of staff under the review with the specific partner, identifying and facilitating the timely resolution of complaints, collaborating with the NALWDB to ensure the meeting of program performance measures, including data sharing procedures (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603), ensuring open communications with the partners on operations and evaluating customer satisfaction data and propose service strategy changes to the NALWDB based on findings



- The NALWDB will be in charge of budget allocations with the Fiscal Agent monitoring fiscal responsibilities in regard to IFA's and RSA's for the center, and the maintenance and reconciliation of one-stop center operation budgets;
- Other duties as outlined by local, state and federal regulations for the One-Stop Operator. The One-Stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers.
- The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the NALWDB. The NALWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Roles Responsibilities of the Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- all amendments to each; and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.



Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator;
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures;
- The design of assessment, referral, and case management processes,
- The use of data sharing methods, as appropriate;
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in a continuous improvement process designed to enhance outcomes and increase customer satisfaction; and
- Participation in regularly scheduled Partner and coordination meetings to exchange information in support of the above and promote program and staff integration.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this policy, by itself, does not function to satisfy these requirements. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the NALWDB's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the NALWDB One Stop Centers network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- Release of information/referral forms for WIOA Adult programs (attached)

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected



education records, confidential information in UI records, and personal information in VR records by the NALWDB or their own partner organization.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this policy and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this policy, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NALWDB One Stop Centers network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize eligibility determination, assessment, and registration forms / processes;
- Provide substantive referrals – in accordance with the NALWDB Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;



- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by the NALWDB One Stop Centers and all Partner agencies is essential to meeting the requirements and goals of the NALWDB. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location and include adequate parking (including parking clearly marked for individuals with disabilities). Indoor space is designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

The NALWDB will work with all appropriate parties to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media and must collaborate with the NALWDB to post content through its website and social media sites.

Communication Accessibility

Communications access, for purposes of this policy, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all NALWDB One Stop Centers programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within NALWDB One Stop Centers. The NALWDB utilizes the Governor's Commission on



Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

Outreach

The NALWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner;
- An outreach plan to the region's human resources professionals;
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need;
- An outreach and recruitment plan for out-of-school youth;
- Sector strategies and career pathways;
- Connections to registered apprenticeship;
- A plan for messaging to internal audiences;
- An outreach tool kit as implemented by Partners;
- Regular use of social media;
- Clear objectives and expected outcomes; and
- Leveraging of any statewide outreach materials relevant to the region.

Area managers and designated partner staff are responsible for completing and submitting Individual Event and Standing/Outreach Event forms as applicable. Pre-event forms should be submitted to the One-Stop Operator via Area Manager at least 2 weeks prior to the event. Post-event forms should be submitted the Monday following the event. These pre and post event forms should be completed for, but not limited to, the following instances

- In-house and off-site Orientations/Presentations
- Outside Partners using NMWFC space/services
- Career and resource Events
- Rapid Response/Rapid Hire Events
- Off-site placement and support Events

Additionally, all in-house partners should be represented and tabled together under the NMWFC brand, whether hosting or attending events. Type of representation and assistance required may vary depending on the type of event, at the agreement and discretion of the Area Manager and One-Stop Operator. All events should have a NMWFC comprehensive sign-in sheet that is submitted with the post-event form.

All forms and flyers should be approved by the One-Stop Operator/NALWDB before being publicly distributed. Upon approval, this information will be disseminated throughout social media platforms as well as staff and partners. Any changes to event information should be reported to One-Stop operator immediately as well as photos of activities leading up to and during events. This data will not only assist with local, state, and federal reporting for all partners, but will also serve as collaboration used to identify successes and opportunities in outreach and event efforts.



Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the guidelines in this policy. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the NALWDB Board Chair (or designee) to coordinate the dispute resolution to ensure that issues are being resolved appropriately. Any party may seek resolution under this process:

All Parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally;

- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the NALWDB Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days;
- The NALWDB Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee, which is composed of the Chair of each NALWDB committee – (1) Executive Committee, (2) Workforce Consultation Performance Committee, (3) Youth Committee, (4) Finance Committee, (5) Rules Committee, for a total of five (5) individuals. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present;
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies;
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure;
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties of the MOU; and
- The NALWDB Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution;
- By law, third party disputes will be handled by the Governor's office.
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Monitoring

The NALWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law regulations, and State policies;
- Those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed;



Logo and Branding Guidelines

The instructions below will ensure that NALWDB One Stop Centers will follow the consistent style as specified in Workforce Guidance Letter DWS 16-005. One stop locations must use only the approved, official New Mexico Workforce Connection logo. The New Mexico Workforce Connection official logo may not be reproduced or used in any way without the consent of the NMDWS Office of Communications, Marketing & Government Affairs. The NMDWS Office of Communications, Marketing & Government Affairs will provide the logo in the required format and size upon request.

1. *Proper use* - In general, do not place elements near or on the logo, and do not alter, redraw, or distort the New Mexico Workforce Connection logo in any way. Only the official logo on the preceding page may be used. Additional parameters and usage guidelines may be applicable and required. The NMDWS Office of Communications, Marketing & Government Affairs will be also provide direction, clarification, and feedback regarding colors, file types, minimum and maximum size requirements, safe space, and logo choices when used with light or dark-colored backgrounds. If you have questions about logo use, such as interpretations of logo use guidelines, reviewing logo executions, file types, or to get help determining the proper file for a specific use, please contact the NMDWS Office of Communications, Marketing & Government Affairs.
2. *Prior permission*- In order to use the New Mexico Workforce Connection logo on promotional items, such as printed material and signage, prior permission must be obtained from NMDWS Office of Communications, Marketing & Government Affairs. To request the official logo, to obtain permission for the use, or if you have any questions, please contact: New Mexico Department of Workforce Solutions Office of Communications, Marketing & Government Affairs (505) 841-9004
NMDWS.Communication@state.nm.us

Implementation

To properly identify one stops as part of the American Job Centers Network, every one stop in the Northern area must use the revised New Mexico Workforce Connection Center logo on websites or in printed materials whenever the New Mexico Workforce Connection Center or NALWDB name is used.

-All marketing materials must include, at minimum, the NMWFC and NALWDB logos. If needed, Marketing Materials can be generated by One-Stop operator, as identified in the Pre-event forms.

-All email signatures must include, at minimum, NMWFC and NALWDB logos.

-All staff providing services (on or off-site) housed within the NMWFC Centers must use, at minimum, "New Mexico Workforce Connection" when answering the phone, distributing information or business cards, or representing services both in-house or off-site.



-All NMWFC staff are expected to collaborate and work cohesively on outreach and events under the NMWFC brand. This includes, but is not limited to, tabling events together with the NMWFC logo represented (tablecloth, banners, etc.), individual partner outreach and presentations to schools, businesses, and other economic and workforce development resources and partners, and distributing information for services to groups and individuals.

This policy rescinds any previous NALWDB policy regarding subject.

INQUIRIES: Contact WIOA Program Manager, at 505-986-0363.



Joseph Weathers (May 16, 2023 14:18 MDT)

NALWDB CHAIR

May 16, 2023

DATE