

TO: Workforce Investment Board

DATE: 03/10/05

FROM: Program Planning & Development

For Action

For Information

For Discussion

SUBJECT: Memorandums of Understanding (MOUs) Between Merced County Workforce Investment Board and the Partners of the One-Stop System

PROPOSED MOTION(S): Approve the new One-Stop partner MOUs.

DISCUSSION: Section 121 of the Workforce Investment Act requires that MOUs be maintained between the Merced County Workforce Investment Board and the partners of the One-Stop system. The original MOUs were created in Jan-Mar 2000 and have been amended several times. The new MOU shifts minor administrative actions from the Board of Supervisors to the Worknet Leadership Team. Examples of these actions are changes to the Worknet Information Survey and Referral Form, and the annual update of the Resource/Cost Sharing Agreement. The signing of the new MOUs will revoke the present One-Stop MOUs. The Program Planning & Development Committee approved the new MOU on January 26, 2005.

The following Partner MOUs are ready for renewal: 1) Merced County Commerce, Aviation and Economic Development, 2) Area Agency on Aging, 3) Central Valley Opportunity Center, 4) Experience Works, 5) Merced Adult School, 6) Merced County Office of Education, 7) Merced County Housing Authority, 8) Merced County Department of Workforce Investment, 9) Merced Community Action Partnership, and 10) Merced College. Job Corps and the State of California Employment Development Department will be approved at a later date.

ATTACHMENT(S): Sample MOU

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

1. **PURPOSE:** The purpose of this MOU is to enter into an agreement between the Merced County Workforce Investment Board and the Partners of the One-Stop System as required by Section 121 of the Workforce Investment Act of 1998 (WIA).

This agreement is entered into in a spirit of cooperation by the partner agencies to describe how their various funding and institutional resources can be utilized to better serve mutual customers, both employers and job seekers, through an integrated system of service delivery operated in the Merced County's One-Stop System. It is understood that the development and implementation of this System will require mutual trust and teamwork between the agencies, all working as partners to accomplish shared goals.

2. **PARTIES:** The parties to this Memorandum of Understanding (MOU) are:

Merced County Workforce Investment Board

1880 West Wardrobe Avenue
Merced, CA 95340 (209) 385- 7324

One-Stop Partner: Central Valley Opportunity Center

P.O. Box 1389
Winton, CA 95388 (209) 357-0062

3. **THE ONE-STOP SYSTEM:**

Merced County's One-Stop System Vision reflects a new approach to workforce preparation and highlights the role workforce preparation plays in economic development. The One -Stop Vision is built upon four guiding principles which are the essence of the One-Stop delivery system:

- II **Integrated:** an integrated system of services to provide employment, training and educational services.
- II **Universally Accessible:** information for the general population, with wide and easy access to a comprehensive array of information.
- II **Customer Focused:** providing informed choice as a means for customers to judge the quality of services.
- II **Performance Based:** with clear outcomes and methods to measure identified outcomes, including customer satisfaction.

4. **DURATION:** This MOU supercedes any previous One-Stop MOUs between the two parties and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998, or in accordance with this section. Either party to this MOU can terminate the MOU upon thirty (30) days written notice to the other party.

5. **MODIFICATION AND ASSIGNMENT:** This MOU may be modified at any time by written agreement of the partners. Any modification not in writing shall not be effective.

6. **DISPUTES:** The One-Stop partner shall first attempt to resolve all disputes informally. Any partner may call a meeting of all the partners to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Merced County Workforce Investment Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB. Every effort shall be made to explore, mediate and resolve the dispute to the satisfaction of all in accordance with the Workforce Investment Act.

If the dispute cannot be resolved through the local Board, the matter must be referred to the State Workforce Investment Board for resolution.

7. **INDEMNITY CLAUSE:** The One-Stop partner shall indemnify, defend and hold harmless the Merced County Workforce Investment Board and Merced County, their officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement. One-Stop partner's liability for indemnity under this Agreement shall apply, regardless of fault, to acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the One-Stop partner, unless the claim, demand liability, judgment, award, interest, attorney's fee, cost or expense is caused solely by the negligence or willful misconduct of the Merced County Workforce Investment Board or the County, its officers, employees, agents or assigns. One-Stop partner will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay the County for any loss, cost, damage or expense (including the cost of attorneys) suffered by it hereunder.

8. **INSURANCE:** The One-Stop partner agrees to extend its in-force insurance or self-insurance coverage programs to apply to its operations performed under the Workforce Investment Act and at the One-Stop Centers, including General and Automobile Bodily Injury and Property Damage Liability, Business Personal Property, Workers' Compensation and Employee Dishonest/Crime coverages. The Partner agrees to require its Property and Workers' Compensation Insurers or self-insurance administrators to waive subrogation rights against the Merced County Workforce Investment Board and the Merced County Board of Supervisors and their officers, volunteers, employees and agents. The Partner agrees that the Merced County Workforce Investment Board and Merced County Board of Supervisors and their officers, volunteers, employees and agents shall be added to the Partner's General, Automobile and Property Damage Liability policies or coverages as "Additional Insureds" or "Additional Covered Parties," insofar as operations or activities under this agreement are concerned.

9. **APPROVAL:** This MOU is of no force or effect until signed by the One-Stop partner and the Chair of the Merced County Workforce Investment Board with the agreement of the Chief Local Elected Official of Merced County. Once signed, this MOU becomes a part of the Local Board's current WIA Strategic Local Plan.

10. **GOVERNING LAW:** This MOU is governed by, and shall be interpreted in accordance with, the laws of the State of California, and the Workforce Investment Act of 1998.

11. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this agreement, the One-Stop partner agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
12. **NONDISCRIMINATORY SERVICES:** The One-Stop partner agrees that all goods and services pursuant to this agreement shall be available to persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
13. **ADA COMPLIANCE:** The One-Stop partner agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and the California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
14. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, the One-Stop partner is expected to maintain a high level of communication. The following methods of participation will be required:
 - A. Attendance at the Worknet Leadership Team meetings. A designee with appropriate authority is to be present to act on behalf of the One-Stop partner.
 - B. General description of Intensive and Core Services. One-Stop partner is to provide a general description of Intensive and Core Services to be provided through the One-Stop delivery system and updated as services change. This information will be maintained as a part of the Resource Sharing Agreement (See Item 19).
 - C. Adherence to Worknet New Employee Orientation procedures. It is expected that all One-Stop partners staff will abide by the Worknet policies and procedures related to general safety and behavior in the workplace.
 - D. Use of standardized Worknet forms. Standardized Worknet client assessment and tracking forms will be agreed upon by all participating One-Stop partners and will be utilized to insure integration of services at the One-Stop Centers.
 - E. Collaborative Marketing Strategy. The Worknet Employment and Resource Center will be marketed as a comprehensive entity. However, services and staff from each One-Stop partner will be identified. The One-Stop partners will develop and use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Worknet Employment Resource Centers. The following resources, if available, will be utilized to enhance coordinated marketing efforts:
 - Web Site
 - Public Information and Education
 - Speaker's Bureau
 - Brochures and Flyers
 - Commercial Air Time
 - Media Coverage
 - Public Television and Radio

15. **SITE SUPERVISION:** All One-Stop partners will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. Employees who are located at the One-Stop Centers shall remain under the supervision of their employing departments for the purposes of performance evaluation, and other matters concerning civil service rights and responsibilities.

If work-related issues arise at the One-Stop Centers between employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the employee's supervisor.

Further, the One-Stop partner recognizes that a number of practices and philosophies related to agency practices, as well as day-to-day One-Stop Career Center site supervision, are negotiated as a result of implementing operations. Local factors among the One-Stop partner's organization include:

- Differing pay scales for similar positions
- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the Worknet Employment Resource Center
- Union vs. Non-Union employees in similar classification on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holidays schedules
- Sharing of space, equipment, information, and materials
- Employee safety and security of the workplace

The One-Stop partners agrees to work out in advance (and specify in relevant agreements) arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements.

16. **SYSTEMATIC REFERRAL PROCESS:** The referral system must always be to the advantage of the customer and include follow-up contact to insure the customer was provided service. The One-Stop partner shall receive referrals from and make referrals to the other partners of the Worknet system.

The partners agree to participate through participation in the Worknet Leadership Team to accomplish the following:

- Provide feedback on the success of the cross-referral system
- Cross-train their respective staff
- Consider co-enrollment options and practices
- Consider the effect of cross-referrals on mutual performance expectations
- Constantly improve the joint delivery of services to customers

17. **CONFIDENTIALITY:** The One-Stop partners agrees to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the One-Stop partners collecting, receiving or sharing information. As a condition of providing services within the One-Stop, the One-Stop partners shall adhere to the following:

- All client information will be treated with the strictest degree of confidentiality during and after involvement within the Worknet Employment Resource Center.
- Each One-Stop partner shall keep all information that is exchanged between them in the strictest of confidence and make such information available to their own employees on a “need-to-know” basis only.
- Each One-Stop partner shall (where it is appropriate) store and process information in the electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
- This information will only be used in working programs within the Worknet Employment Resource Centers.

18. **SEVERABILITY OF PROVISIONS:** If any provisions of this MOU are held invalid or unenforceable; the remainder of this MOU shall not be affected and would then continue to have force and effect.
19. **RESOURCE/COST SHARING AGREEMENTS:** One-Stop Operator will execute Resource/Cost Sharing Agreements with each partner in the Worknet Employment Resource Center. These Agreements will be maintained as a separate document.
20. **ATTACHMENTS:** The following attachments are included in this MOU:
 a. Definitions: Commonly used terms in the Workforce Development System
21. **AUTHORITY AND SIGNATURES:** The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

Merced County Workforce Investment Board

_____ Date _____
 Nellie McGarry, Chair, Merced County Workforce Investment Board

Merced County Board of Supervisors

_____ Date _____
 Jerry O’Banion, Chair, Merced County Board of Supervisors

One-Stop Partner: Central Valley Opportunity Center

_____ Date _____
 Ernie Flores, Executive Director, Central Valley Opportunity Center

APPROVED AS TO LEGALITY AND FORM BY
 RUBEN CASTILLO, COUNTY COUNSEL

_____ Date _____
 Deputy

ATTACHMENT A

Workforce Development Definitions

1. ADA Americans with Disabilities Act
2. Capacity Building Staff training and development and the development overall of the professional One-Stop environment.
3. CLEO Chief Local Elected Official, or the Chair, Merced County Board of Supervisors
4. Employer Services One-Stop services for employers – customers of the system
5. ITA Individual Training Account, or vouchers made available to One-Stop clients to provide for training.
6. Local Area The geographic jurisdiction comprising the Workforce Investment Area as described in WIA, Section 116. (Merced County)
7. MOU Memorandum of Understanding, between the CLEO, local WIB and the One-Stop partners.
8. One-Stop Primary vehicle for service delivery under WIA as a site, center, or system for the provision of multiple employment services or for access to such services. (Worknet of Merced County)
9. One-Stop Operator One or more entities designated or certified in WIA, Section 121 (d), to provide One-Stop services (Department of Workforce Investment).
10. One-Stop Partner A program or other entity as described in WIA, Section 121 (b)(1), who is part to this MOU and who participates in One-Stop operations or service delivery.
11. Partner Cost Calculations One-Stop costs are calculated annually by taking the total costs of operating core services at the One-Stop (including such items as rent, maintenance, utilities, janitorial, security, and reception) to determine the cost of space at the One-Stop. These costs are then allocated to all partners based on the space used by each partner and the amount of time that space is used by the partner.

12. Services Core, Intensive or Training Services as outlined in WIA, Section 134, which must be provided at or through the One-Stop System.
13. State Board The State Workforce Investment Board established under WIA, Section 111, to provide WIA oversight or administration in any State area.
14. Universal Access The provision of integrated employment, training, education, and/or support services in as streamlined and non-duplicative process as possible, mitigating barriers related to customer needs or special needs, particularly during intake or related enrollment periods.
15. WIA The Workforce Investment Act of 1998
16. WIB The Workforce Investment Board established under WIA, Section 117, to oversee local One-Stop operations and related WIA services or administration, State WIB or SWIB refers to the State Board as defined in number 12 above
17. Workforce Investment Plan The local plan created through joint planning of the WIB and the local partners, to which this MOU must be attached before submittal to the State Board. The state also submits a plan to the federal government.