

**TO: Planning, Policy Development &
Legislation Committee**

DATE: March 27, 2002

- For Action**
- For Information**
- Meeting Notes**

FROM: Staff

SUBJECT: Memorandum of Understanding (MOU) between Workforce Investment Board of Merced County and Experience Works, a partner in the Merced One-Stop Delivery System.

PROPOSED MOTION(S): Recommend that the Board approve the attached MOU and authorize the Chair to execute same.

DISCUSSION: The Workforce Investment Act of 1998 (at Section 121) and the regulations (20 CFR § 662.300) mandate that the Local Board enter into an MOU with each One-Stop partner covering, among other things, services to be provided through the One-Stop delivery system, the funding of the services and operating costs of the system, methods for referring individuals between the One-Stop operator(s) and partners and the duration and procedures for amending the MOU.

This MOU has been executed by Experience Works and is now being presented for consideration by the Local Board.

Attachment(s): MOU – Experience Works

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998**

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

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 job seekers and employers, identified as mutual customers, 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 Center will require mutual trust and teamwork between the agencies, all working together as partners to accomplish shared goals.

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

Merced County Workforce Investment Board
1880 West Wardrobe Avenue
Merced, CA 95340 (209) 724-2000

One-Stop Partner: Experience Works, California Area 4
1205 west 18th Street
Merced, CA 95340 (209) 726-5424

3. **THE ONE-STOP SYSTEM:** The Workforce Investment Act requires that the Merced County Workforce Investment Board, with the agreement of the Chief Elected Official (CEO), develop and enter into a Memorandum of Understanding with each local partner concerning the operation of the One-Stop delivery system in the local area (WIA, Section 121 (c) (1)). The Memorandum of Understanding will outline how the local One-Stop system will function. The Memorandum of Understanding must be included with the submission of the local Workforce Investment plan.

The following organizations provide the mandatory programs as required in the Workforce Investment Act:

Merced County One-Stop Partners:
California State Employment Development Department (EDD)
Central Valley Opportunity Center (CVOC)
Merced College
Merced County Community Action Agency
Merced County Housing Authority
California State Department of Rehabilitation
Merced County Human Service Agency (HSA)

**Merced County Office of Education (MCOE)
Merced Union High School District
Merced County Private Industry Training Department (PITD)
Job Corp**

**Additional One-Stop Partners in accordance with WIA Section 121(6)(2):
Merced County Action Business Center (ABC)
Experience Works**

California's One-Stop Career Center 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 that are the essence of the One-Stop delivery system:

Integrated: Offering as many employment training and education services as possible for employers and individuals seeking jobs or wishing to enhance skills.

Comprehensive: A large array of useful information with wide and easy access to needed services.

Customer Focused: The ability to support informed choices by providing a means for customers to judge the quality of these services.

Performance Based: Where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

4. **DURATION:** This Memorandum of Understanding shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998, or in accordance with this section.

Any partner may withdraw from this Memorandum of Understanding by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all partners listed in Section Two of this Memorandum of Understanding. Should any One-Stop Partner withdraw, this Memorandum of Understanding shall remain in effect with respect to other remaining One-Stop Partners.

5. **MODIFICATION AND ASSIGNMENT:** This Memorandum of Understanding may be modified at any time by written agreement of the partners. Assignment of responsibilities under this MOU by any of the partners shall be effective upon written notice to all partners of this agreement.
6. **ONE-STOP SYSTEM DESCRIPTION:** The One-Stop system description in the local Workforce Investment plan, including modifications thereto, is incorporated into this Memorandum of Understanding by reference.

7. **ATTACHMENTS:** The following attachments are included in this Memorandum of Understanding.
- A. CONFIDENTIALITY:** The partners agree to honor the attached Information Survey (IS) Form, Attachment A, for information release. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.
 - B. CROSS REFERRAL:** All One-Stop Partners will utilize the common IS Form, Attachment A, for cross-referrals within the One-Stop Centers. The IS, in conjunction with the eligibility and assessment process, will be used to determine the training/service needs for adults and dislocated workers. For referrals outside the One-Stop Centers, the Partners will utilize the common Worknet of Merced County Interagency Referral Form, Attachment B. The referring partner will annotate the referral form to reflect the types of services needed, the referral agency, sign/date the form and direct the client to the appropriate servicing partner/agency.
 - C. RESOURCE/COST SHARING:** The partners agree to share resources in accordance with the attached Resource Sharing Agreement. The Resource/Cost Sharing Agreement is the partner's financial commitment for the period of one year, as stated in the attached agreement. The One-Stop system is a work in progress, and its costs and the partners' resource contributions are expected to evolve as the system evolves. As partner contributions change, based on either the ability of the partner to contribute/or an increased need for services in the One-Stop Center, this Resource/Cost Sharing Agreement may be modified with the mutual consent of the partner and the Workforce Investment Board.
 - D. STAFFING RESPONSIBILITIES:**
 - Supervision of staff
 - Scheduling of staff
 - Professional standards
 - E. SYSTEM INTEGRATION:** Responsibilities and joint planning efforts to be shared by the partners.
 - F. CAPACITY BUILDING:** Necessary steps the partners must take to ensure a service-oriented professional environment and a competent, informed staff.
8. **DISPUTES:** The partners 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 Workforce Investment Board. All options will be explored and individuals will be permitted an opportunity to voice their opinions. 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.

9. **ASSURANCES AND CERTIFICATIONS:** Each partner agency shall comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d et seq.); Equal Employment Opportunity Commission practices as mandated by the State and Federal statutes and regulations; the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) And the applicable regulations; the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), and all applicable Federal and State laws and regulations; the Workforce Investment Act and other Federal nondiscrimination requirements as referenced I 29 CFR, Part 34, Subpart B, Section 34.20; and all Federal State and local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
10. **INDEMNITY CLAUSE:** The Partners agree to defend, indemnify, and hold harmless the Merced County Workforce Investment Board and the Merced County Board of Supervisors, including their elected or appointed officers and volunteers, employees and agents against all claims made or from suits filed against them for any personal injury or property damage alleged to be caused by any act, error or omission of the Workforce Investment Board, the Board of Supervisors including their officers, employees, agents, and volunteers.

The Workforce Investment Board agrees to defend, indemnify, and hold the Partners harmless, including their elected or appointed officers and volunteers, employees and agents against all claims made or from suits filed against them for any personal injury or property damage alleged to be caused by any act, error or omission of the Partners, including their officers, employees, agents, and volunteers.

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

12. **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 _____
Rick Osorio, Chair, Merced County Workforce Investment Board

Merced County Board of Supervisors

_____ Date _____
Joe Rivero, Chair, Merced County Board of Supervisors

One-Stop Partner: Experience Works

_____ Date _____
Barbara Brown, Manager, California Area 4

APPROVED AS TO LEGALITY AND FORM BY
DENNIS L. MYERS, COUNTY COUNSEL

_____ Date _____
Deputy

**INFORMATION SURVEY
ATTACHMENT A**

Date: _____

Name: _____ Birth date: _____ Age _____ Male Female

Address: _____

Residence Address – Street _____ City _____ State _____ Zip _____

Social Security No: _____

Phone: _____

Driver's License/I.D. No: _____

Message: _____

Are you a U.S. Citizen? Yes No

Ethnic Group: _____

Are you a Resident Alien? Yes No

Alien Registration No.: _____

What is your employment goal?

Males born after December 31, 1959, must be registered for Selective Service before reaching age 26.

Are you registered for the Selective Service? Yes No (If no, STOP HERE and see a staff person)

Education: H.S. Diploma/GED? _____

Degree or Certificate? _____

Work History (List last three jobs, most recent job first)

Employer: _____

Job Title: _____

City & State: _____

Phone #: () _____

From: / / To: / / Still Employed

Wage/Salary: _____

Reason for Leaving: _____

Employer: _____

Job Title: _____

City & State: _____

Phone #: () _____

From: / / To: / / Still Employed

Wage/Salary: _____

Reason for Leaving: _____

Employer: _____

Job Title: _____

City & State: _____

Phone #: () _____

From: / / To: / / Still Employed

Wage/Salary: _____

Reason for Leaving: _____

Alternate Contacts

Please list **complete** names, addresses, and phone numbers of two (2) people you are not living with who can reach you at any time.

Name	Street Address, City, State	Zip	Phone
1.			
2.			

Customer Information

Are you eligible for Unemployment Insurance Benefits (UIB)? Yes No Exhausted UIB? Yes No

Are you receiving UIB? Yes No When did you begin receiving UIB? _____

Does your family receive Cash Aid? Yes No If yes, are you on the Cash Aid Grant
 Yes No

Are you currently receiving or have you received Food Stamps in the last 6 months? Yes No

Are you currently receiving Worker’s Compensation? Yes No

Are you currently receiving Disability Insurance (SDI)? Yes No

Are you currently receiving Supplemental Security Income (SSI)? Yes No

Do you require special accommodations? Yes No

Offender: No Felony Non-Felony No

Do you have any legal or court action pending at this time? Yes No

How many people in your family? ____ How many children under age 10? ____ Children ages 10 – 18? ____

Please list all sources of income for the household for the last six (6) months:

Full Name	Age	Relationship	Income	Source (s) of Income
Self	----	-----		

If you have no income, how have you been supporting yourself in the last 6 months? _____

I hereby voluntarily authorize the release of information on this document pertinent to the partner members of the Merced One-Stop system and any public or private agency. This release of information is necessary to coordinate referrals, eligibility, assessment services, case management and/or other services for the purpose of pursuing, obtaining and maintaining employment. I further certify that the information I have provided is true and correct and subject to verification.

Signature

Date _____

For PITD Office Use Only: Adult Low Income Adult Dislocated Worker Youth 14-18
 Youth 19-21 Eligible for Core Services Only Checked State System, Selective Service, Magic, Core Services Data & Right to Work: Staff Initials _____ Scheduled for orientation on: _____

Referred to:

_____ (agency)

Comments: _____

Staff Name _____ Date: _____

WORKNET of MERCED COUNTY
INTERAGENCY REFERRAL
ATTACHMENT B

To: Agency/Organization _____
Address _____
Phone _____

Referred By: _____

Title: _____

Date: _____

<p>The following person is being referred for services to your agency:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p>

Purpose of Referral (Services Requested)

Agency Reply (If Applicable)

Agency Signature

Date

ATTACHMENT C: RESOURCE COST SHARING AGREEMENT

This agreement is entered into by the listed partners for the benefit of each partner to provide universal access to employment and training services for the residents of Merced County. This Agreement does not create a partnership, as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et seq. The terms partner and partnership in this Agreement are used generically and are not intended to create or describe the legal relationship between the Partners to this Agreement.

I. Menu of Core Services provided by Partners at Merced County One-Stop:

Eligibility; outreach/intake; initial appraisal; job search; L.M.I.; placement assistance; job listings; performance and cost information; availability of support services; filing UI claims; Welfare-to-Work eligibility assistance; financial/education (not WIA funded); resource room usage; group presentations; job referrals, internet browsing; follow-up services.

II. Core services to be provided by the One-Stop Partners:

In order to provide seamless integrated services to all customers: *Experience Works agrees to provide the following services for One-Stop customers.*

- Outreach/Intake & Orientation.
Experience Works Representative, located at the One-Stop, will provide program information for interested One-Stop customers. Representative will describe program, how it works, eligibility criteria, etc.
- Determine eligibility for assistance:
Final eligibility determination and program enrollment will be decided by supervisory staff (not located at One-Stop).
- Initial/Basic Appraisal (Assessment of Applicant's status):
Experience Works Representative, located at the One-Stop, will conduct initial appraisal on applicant status and basic assessment of customer's skills, education, and work history.
- Information on local jobs, demand occupations, etc:
Experience Works Representative will provide information on local job market for One-Stop customers.
- Job Search, placement assistance, Labor Market Information
Experience Works Representative will assist with job search information, refer customers to job search workshops, and provide Labor Market information, as needed.
- Availability of Support Services _____
- Filing Unemployment Claims

- [] Performance and Cost Information
- [] Financial and Education (not WIA funded):
- [x] Resource Room Usage:
Experience Works will provide flyers, brochures, and handouts in Resource Room. Representative will assist One-Stop customers in locating needed resources.
- [x] Internet Browsing
Experience Works Representative will assist customers with Internet Browsing, such as with CalJobs, etc.
- [x] Job Referrals
Representative will make appropriated job referrals when deemed necessary.
- [] How To. Group Sessions
- [x] Follow-up Services:
Experience Works conducts six month tracking of all enrolled customers who become employed.

III. One-Stop Co-location of Staff:

Experience Works agrees to provide a representative a minimum of 4 hours per day, five days per week for a total of 20 hours per week.

Please list the number of staff, the number of days per week, the number of hours per day, and staff availability for evenings or weekend hours.

One Staff person, four hours a day for five days a week. No evening or Saturday hours anticipated.

IV. Other services: Include intensive training, supportive or other types of services.

Eligible applicants will be placed on a “work experience” job site in order to obtain necessary skills for specific occupation.

V. Partner Benefits from this Agreement: MCOE will benefit from utilizing

An appropriate workspace area that includes a desk, a computer, phone, Internet access, desk supplies, etc. Additional space will be provided for handouts, brochures and catalogs. Use of the fax machine, copier, resource room, etc. Experience Works will derive benefits from janitorial services, clerical staff assistance, and all building utilities. During times when Experience Works Representatives are not physically present, they will have representation by other One-Stop personnel who will provide agency information, pass out handouts or brochures, and schedule appointments for Experience Works Representatives.

VI. Mutual benefits to all partners are:

- X Delivery of services in the most cost-effective and efficient manner
- X Reduced staff time by eliminating duplication of services.
- X Strengthened relationships among partner agencies
- X Coordination between the public and private sectors.
- X Increased customer access to services.
- X Simplified intake and needs assessment.
- X Streamlined eligibility screening and verification.
- X Improved program services.
- X Increased efficiency and cost-effectiveness

VII. Cost Sharing/Allocation

Experience Works agrees to share the costs associated with providing shared services at the One-stop Center. Initially, and until further negotiation, Experience Works will share the costs through in-kind contributions as follows:

<u>Staff</u>	<u>Time</u>	<u>In-Kind</u>
1 Staff	20 hours per week x 52 weeks =	\$7020
Supervision	2%	<u>140</u>
Total In-Kind Contribution		\$ 7160

ATTACHMENT D: STAFFING

Site Supervision:

Partners to the Memorandum of Understanding recognize that a number of practices and philosophies related to broad-based agency practices as well as day-to-day One-Stop site supervision are negotiated as a result of implementing One-Stop operations. Local factors include (choose appropriate options):

- Hours of operation, including possible evening and weekend hours.

- Sharing of space, equipment, information and materials:
Responsibility of One-Stop Supervisor and partner agency.

- Other(s) (explain):
Job performance supervision, staff scheduling, etc. is the responsibility of the partner agency.

- Professional dress and conduct:
Partner agency will ensure that staff representatives at the One-Stop will conduct themselves in a professional manner at all times and will dress accordingly.

Staff Compensation:

The partners agree that the partnership is not the employer of any person receiving compensation for work performed under this Agreement. The employment status of any person receiving compensation for work performed under this Agreement is determined by the relationship established between the person performing the work and the partner agency of that person.

ATTACHMENT E: SYSTEM INTEGRATION

The One-Stop Partners agree that the following functions will be the shared responsibility of all partners:

Joint Planning Efforts

- < Agreement to participate fully in a joint planning process:
- < Confidentiality
- < Common Intake/Cross Referral
- < Common Release of Information Procedures/Process
- < Case Management
- < Common Local Assessment
- < Identifying Special Needs/Target Groups

Marketing:

The partners to the Memorandum of Understanding agree to collaborative marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the Merced One-Stop system.

The following resources are or may become available to enhance joint marketing efforts:

- < Web site development
- < Public education/information
- < One Stop brochures/flyers
- < Commercial airtime
- < Media coverage
- < Public television or radio
- < Newspapers

ATTACHMENT F: CAPACITY BUILDING

Partners to the Memorandum of Understanding agree to a high level of professional standards related to both One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate site(s).

The steps to be taken locally to define, communicate, and ensure such standards are:

- < Cross-Training of Partner(s) Staff
- < Identification of Local System Capacity Building Needs
- < Development of One-Stop Marketing Strategies
- < Development of Employer Outreach Strategies
- < Professional Standards of Conduct/Appearance

As with all aspects of joint planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.