

**Memorandum of Understanding
Between The
Napa County Workforce Investment Board
And The
WorkforceNapa Partners**

I. PARTIES TO THIS MOU

The Napa County Workforce Investment Board, appointed by the Napa County Board of Supervisors, enters into this Memorandum of Understanding with the following One-Stop Partners:

- ◆ California Department of Rehabilitation
- ◆ California Employment Development Department
- ◆ California Human Development Corporation
- ◆ Community Action of the Napa County
- ◆ Experience Works, Senior Workforce Solutions
- ◆ Goodwill Industries of the Redwood Empire, Inc.
- ◆ Napa Valley Unified School District/Napa County Adult School
- ◆ Napa Valley College
- ◆ Napa County Support Services
- ◆ Napa County Health and Human Services: CalWORKs and Training and Employment Divisions
- ◆ Napa County Office of Education/Regional Occupation Program

II. ROLE OF THE WORKFORCE INVESTMENT BOARD

The Napa County Workforce Investment Board (WIB) is designated by the Napa County Board of Supervisors to provide oversight of the local One-Stop System and the One-Stop Operator, and to oversee the distribution of grant funds provided by the Workforce Investment Act. The WIB shall annually certify the activities and services provided by the WorkforceNapa.

A. PARTNERSHIP PARTICIPATION GOALS AND PURPOSE

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The goal of the Napa County One-Stop System, known as WorkforceNapa, is to provide a variety of services to job seekers and employers. Partner agencies shall offer services in a simplified and coordinated delivery system that maximizes customer opportunity, participation and satisfaction. The purpose of the WorkforceNapa partnership is to operate as a single employment based service delivery system under the Workforce Investment Act (WIA) of 1998. In entering into this agreement, the parties commit to maintain the basic provisions of WIA and to enact the following basic guiding principles.

1. Integrated Services offering employers, job seekers and those wishing to enhance their skills with as many employment, training and education services as possible.
2. Workforce Investment Area sites that shall be accessible and meet the Americans with Disabilities Act.
3. Comprehensive Information Services providing a large array of information with easy access to services.
 - a. These services shall reinforce to the community that agencies at many levels are working together to provide comprehensive effective services.
 - b. Customers shall be reassured that they are being brought into a larger set of services as opposed to being asked to change from their usual service provider to a different one.
4. Customer Focused Services supporting informed choice and providing customer feedback mechanisms.
5. Performance Based Services with identification of agreed upon outcomes and methods for measuring them.

B. SERVICES OF THE ONE-STOP PARTNERSHIP

1. The Partners agree, and shall provide, as applicable to each partner's funding and regulations, the following services:
 - a. Core Services: WIA Title I – Subtitle B (Regulations 662.240) eligibility determination; outreach, intake and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills required; occupational demand; eligible training provider information; program performance outcomes; filing claims for

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Unemployment Insurance (UI); supportive services; help in establishing eligibility for Welfare-to-Work (WtW) and financial aid; and follow-up services.

- b. Access to education and training services which may include, but not be limited to: vocational training/certificate programs; occupational skills training; on-the-job training; private sector training programs; skill upgrading, re-training; job readiness training; adult basic education and literacy programs; English language development; customized training; and job retention services.
 - c. Access to Wagner-Peyser services including job search, placement, recruitment and other labor exchange services. Access to One-Stop Partner programs and activities utilizing cross referrals to appropriate Partners.
 - d. Access to One-Stop partner programs and activities utilizing cross referrals to appropriate partners. (See Resource Sharing Agreement Matrix)
2. The Partners agree to utilize EDD's CalJOBS and Employer Contact Management System (ECMS) to facilitate the sharing of employer and job order information among Partners and One-Stop customers. EDD agrees to provide training to One Stop Staff in the use of CalJOBS and ECMS
 3. The Partners may also provide access to screening and referral of qualified participants in training services to employment opportunities and customized employment-related services on a fee-for-service basis to employers.
 4. Not all Partners shall perform all services. Partner contributions are further delineated in Attachment A, "Resource Sharing Agreement".

C. COMMITMENT OF PARTNER AGENCIES

1. The Partners agree to develop and implement a Strategic Operating Plan (SOP) for the WorkforceNapa and its service delivery system. The SOP shall describe short and long-term strategies for improving services to customers and will be reviewed annually to reflect changes in legislation and the local economy.

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2. The Partners agree to continue with implementation and maintenance of the “One-Stop Plan” (Attachment C) which delineates the vision of the integrated and coordinated employment based one stop delivery system in Napa County.
3. The Partners agree to fully participate in the One Stop Governance Committee, a committee of the Workforce Investment Board. All agree that Governance Committee will enhance communication between each other and the WIB, and is the mechanism to share and endorse new procedures that would effect all One-Stop partners.

III. NON-FINANCIAL AGREEMENT

This MOU is non-financial in nature and binds no party or Partner to financial obligations(s) to any other. Financial or fiduciary arrangements to the One-Stop System shall be outlined in separate financial agreement(s) between the local WIB and affected Partners.

A cost allocation plan for the overall system or for each One-Stop Operator/Site/Center, depending on local need, must be negotiated and developed in accord with WIA, as well as with OMB circulars A-21, A-87, A-110, ASMB C-10 and other Federal and State guidance as appropriate.

IV. TERM

This MOU shall begin on July 1, 2010 and shall remain in full force and effect until June 30, 2013, or until otherwise amended. The One Stop Governance Committee shall review this MOU and its attachments at least annually and shall make recommendations to the WIB for changes, as it deems necessary.

Should any One-Stop Partner(s) choose to withdraw, this MOU shall remain in effect with respect to the remaining One-Stop Partners.

V. JURISDICTION

The area served by the One-Stop Partners shall be the County of Napa, California.

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VI. GOVERNANCE

The Napa County Board of Supervisors works in cooperation with the Napa County Workforce Investment Board (WIB), which shall be comprised of representatives of business, education, labor, economic development, community-based organizations, and one-stop partners, are jointly responsible for the provision of Workforce Investment Act services in Napa County. The WIB shall be responsible for oversight authority and accountability of the One-Stop system including policy development, distribution of funding, formation of a five year plan, and performance appraisal and oversight.

Operations of the One-Stop shall be the responsibility of Health & Human Services/ Training and Employment Center (HHS/TEC), also referred to as the One-Stop Operator. HHS/TEC shall recommend policy to the WIB, oversee operational procedures, and develop and implement a Strategic Operating Plan.

The WorkforceNapa Partners Committee shall be comprised of all One-Stop Partners and shall be responsible for development of Standard Operating Procedures, providing policy input to the One-Stop Operator, and providing input to, and support for the Strategic Operating Plan. The Governance Committee shall meet at least quarterly, on a regular basis, to provide input on policy issues impacting WorkforceNapa activities and services.

The WorkforceNapa agencies shall recognize and accept the respective collective bargaining agreements of individual partner agencies. Partner employees who are co-located shall remain under the supervision of their employer agencies for all purposes including performance evaluation and matters concerning rights and responsibilities. Work related issues arising at the WorkforceNapa Center between partner employees and: One-Stop Operators; or supervisors of other partners; or other On-Stop employees shall be referred to the involved employee's supervisor(s). WorkforceNapa operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (part 2.8 Government Code), threats and/or violence concerning partner employees and partner employee misconduct.

VII. MARKETING AND SIGNAGE

All marketing of the WorkforceNapa Business and Career Center shall reinforce to the community that agencies at many levels are working together to provide comprehensive, effective services. Whenever possible, partners shall be listed in order to reassure each partner's customers that they are being brought into a larger set of services, as opposed to being asked to change from their usual

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service provider to a different one. Marketing shall address the identity of all partners and/or the partnership and not single out any one as a competitor for public attention whenever possible. This does not, however, prohibit agency specific marketing. The goal of WorkforceNapa marketing shall be to support seamless service delivery, with full recognition of partner agencies.

At a minimum, marketing and signage shall address the marketing goals of the WorkforceNapa. All press releases, brochures, flyers, print ads, posters, public service announcements, reports and newsletters related to services under this Agreement shall recognize all members of the partnership as funding sources and shall be cleared and approved by the WIB Director and Governance Committee prior to release. All Partner logos should appear on printed materials whenever appropriate. When it is not practical or possible to accommodate all Partners' names and logos in marketing tools, use of a partnership statement, such as "The WorkforceNapa is operated by a partnership of local and state agencies", shall be included. The WorkforceNapa shall have an exterior sign that is distinctive to the partnership as a whole, but also identifies each respective partner.

VIII. ADOPTIONS, AMENDMENTS AND RESOLUTIONS

Amendments to this MOU may be made upon majority agreement of the Partners, 60 days prior to the effective date of the change.

IX. ADDITIONS, WITHDRAWALS AND TERMINATIONS FOR CAUSE

Additions: The One-Stop Operator may recruit new members to the WorkforceNapa partnership with the input of the WorkforceNapa Partners Committee, approval of the WIB. All additional partners must be in compliance with the intent of WIA.

Withdrawals: Any party may withdraw from the MOU by giving written notice of intent to withdraw 90 days in advance of the effective withdrawal date. Notice of intent to withdraw shall be given to all Partners listed in Section I of the MOU with consideration for any informational updates pursuant to Section I.

Terminations for Cause: The WIB may terminate any member for failure to perform the provisions or comply in the requirements of this MOU and it may

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proceed with the work required in any manner deemed effective or proper by the Partners or the State of California.

X. REVENUE SOURCES

The costs for service provision of the Napa County One-Stop System shall be identified in a separate annual budget document. Each partner's primary revenue sources are listed below.

<u>Agency/Organization</u>	<u>Program/Revenue Source</u>
California Human Development Corporation	Migrant and Seasonal Farm Worker Program
Department of Rehabilitation	Department of Education Grant, State General Fund Match, Rehabilitation Act of 1973, as modified
Employment Development Department	Wagner-Peyser, Veteran's Employment Services, Unemployment Insurance, North American Free Trade Act, Trade Adjustment Act, Labor Market Information Employment Statistics
Experience Works	Older Americans Act, Title V – Employment and Training
Community Action of the Napa County	Community Services Block Grant (CSBG)
Napa County Health and Human Services Department – CalWORKs and Training and Employment Center	TANF, Workforce Investment Act, Grants
Napa County Adult School	California Department of Education, Adult Education and Literacy Act, Carl Perkins Vocational and Technical

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Education Act, CalWORKs, WIA
Title II

Napa County College and
Small Business Development Center

California Department of
Education/Chancellor's
Office, Post-Secondary
Vocational Education

Goodwill Industries, Inc.

DOR funds, Grants, Contracts

Napa County Support Services

DOR funds, Regional Center
funds, grants, contracts

XI. RESOURCE SHARING AGREEMENT

The parties agree to share resources in accordance with the attached Resource Sharing Agreement. This MOU shall not constitute a financial commitment but rather an intent to commit specific resources in the future as the parties' allocations and budgets are known and the One-Stop System evolves. The One-Stop System shall be a work in progress and its costs as well as the Partners' resource contributions shall not remain static from month-to-month or from year-to-year.

XII. INTER-AGENCY CONTRACTS

Individual contracts between Partners shall not be affected by and do not affect this MOU.

XIII. CROSS-REFERRAL METHODS

Parties to this MOU shall develop jointly and mutually implement processes acceptable to all for common intake and referral. Parties agree to cross-train staff on the services of each participating One-Stop Partner and the spectrum of related services available through respective agencies. All parties to this agreement shall adopt a mutually acceptable referral process and form(s). They shall commit to evaluate this process and modify it to changing requirements or day-to-day needs for improvement.

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XIV. SERVICE LOCATIONS

Within budget constraints, WorkforceNapa shall attempt to establish service locations in the major population areas of Napa County. Partners shall establish a network of electronic connectivity through computers and may or may not be co-located.

XV. DATA SECURITY AND CONFIDENTIALITY

The Partners, in the line of their duties as authorized under this MOU, shall/may have access to each other's information resources. Information resources are both data (information) and application (program) files and databases. Confidential information is information, which identifies an individual or an employing unit. Confidential information shall not be open to the public and requires special precautions to protect it from unauthorized access, use, disclosure, modification, and destruction. Within the parameters of all State and Federal laws, the Partners shall develop policies and procedures for sharing information on common clients for the purpose of improving customer service and staff efficiency. All partners shall:

- A. Restrict access of the above information resources to any properly designated employee of the partner agencies for use solely in the administration of programs authorized under this MOU.
- B. Not disclose any confidential information to any person outside of the authorized personnel of the partners,
- C. Ensure that the confidential information to be exchanged remains confidential while in the possession of the partner agency receiving or using the information,
- D. Store confidential information in a place physically secure from access by unauthorized persons. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means,
- E. Destroy all confidential information, as authorized by law, when the partners' use ends utilizing an approved method of confidential destruction, which includes shredding, burning or certified or witnessed destruction.
- F. Notify and educate all partners' personnel with access to information resources regarding the safeguards required to protect these resources,

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the confidential nature of the information, and the civil and criminal sanctions for noncompliance contained in the applicable Federal and State laws,

- G. Agree that any partner required confidentiality statements shall be signed and dated by all personnel of the partners who shall have access to confidential information. All signed confidentiality statements shall be provided to and kept on file by the respective partner requiring a confidentiality statement,
- H. Permit the partners to make on-site inspections to ensure that the other partners are maintaining adequate safeguards. Each partner agency has the right to investigate any potential access, use, or disclosure violations of its confidential information, automated files, and databases, as well as incidents involving loss, damage, or misuse of information resources. Should a violation occur, the user's partner agency shall take appropriate steps and report the action to the partner agency that provided the information.

Confidentiality for Department of Rehabilitation (DR) clients: When any individual applies for or receives vocational rehabilitation services from DR through the One-Stop –WorkforceNapa, all information regarding such application for or receipt of DR services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Sections 7140 - 7143.5. WorkforceNapa shall develop and implement appropriate policies and procedures to assure that:

- (A) Any information contained in the records of the One-Stop Center or other One-Stop Partners, that identifies an individual as having applied for or received DR services, including, but not limited to, application, eligibility and referral records,
- (B) shall be maintained by the One-Stop Operator and One-Stop Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by the One-Stop Operator and One-Stop Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;
- (C) Any information regarding any individual who has applied for or received DR services, including the fact that the individual is an applicant or client of DR, shall not be disclosed by the One-Stop Operator or any One-Stop Partner, without a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;

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- (D) Requests by any One-Stop Partner or the One-Stop Operator for information in DR files concerning an applicant or client for DR services shall be accompanied by a written authorization from the applicant or client, consistent with the regulations set forth above; and
- (E) Any information provided by DR to a One-Stop Partner or the One-Stop Operator shall be subject to the prohibition against redisclosure contained in Title 9, California Code of Regulations Section 7142.5.

DR shall provide to WorkforceNapa and to the One-Stop Partners information regarding applicants or clients who applied for or received services from DR through the One-Stop Center as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

XVI. NON-DISCRIMINATION

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, sexual orientation, or marital status. Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations such as the Americans with Disabilities Act. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

XVII. AUDITS

Partner agencies shall be responsible for arrangement of and costs associated with any audits applicable to their own agencies.

XVIII. DISPUTES

Parties shall continue with the responsibilities under this agreement during any dispute. Any dispute shall be resolved in a timely manner, directly involving the parties to the dispute agreeing to communicate openly to directly resolve any problem or dispute related to the provision of services. Any disputes pursuant to this agreement shall be resolved, to the extent possible in a cooperative manner, at the lowest level of intervention possible, informally in a meeting called by the WorkforceNapa Governance Committee expressly to resolve the specific dispute.

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If informal resolution is unsuccessful, the Chief Executive Officer of Napa County or Executive Committee of the WIB may engage the services of a mediator. If mediation is unsuccessful, the Executive Committee of the WIB shall select an arbitrator approved by the American Arbitration Association. The arbitrator so elected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator, including the sharing of costs, as legally able according to partner agencies' funding regulations. The decision of the arbitrator shall be the final administrative decision.

XIX. SEVERABILITY

Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force.

XX. INDEMNIFICATION

Parties to this agreement, with the exception of the Department of Rehabilitation (DR), indemnify, defend and save harmless partner agencies and their officers, State or local governments, the WIB, its officers, agents and employees from any and all liability, loss, expense, or claims arising out of the performance of this agreement, or resulting to any and all contractors, subcontractors, suppliers, laborers, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, or claim for injury or damages are caused by or result from negligent or intentional acts or omissions of the partner agencies, officers, agents or employees.

DR shall defend, indemnify and hold the WIB of Napa County, and all other public entities, their officers, employees and agents, harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DR, its officers, agents or employees.

The Napa County WIB and other public entities shall defend, indemnify and hold DR, its officers, employees and agents, harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the WIB or other public entities, their officers, agents or employees.

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XXI. ATTACHMENTS

Resource Sharing Agreement – Attachment A
Matrix of Services – Attachment B
One Stop Plan – Attachment C

AGENCY AND AUTHORIZED SIGNATURES

NAPA COUNTY WORKFORCE INVESTMENT BOARD

William “Bill” Kreysler, Chair

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WORKFORCENAPA PARTNER AGENCIES

CALIFORNIA DEPARTMENT OF REHABILITATION

Peter Harsch, District Administrator

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CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT

Peter Schiller, Manager

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CALIFORNIA HUMAN DEVELOPMENT CORPORATION

Paul Castro, Program Manager

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EXPERIENCE WORKS

Stephanie Cabral, Coordinator

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COMMUNITY ACTION OF THE NAPA COUNTY

Drene Johnson, Executive Director

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NAPA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

Randolph Snowden, Director

Teresa Zimny, Program Manager II/Operator

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NAPA COUNTY UNIFIED SCHOOL DISTRICT/NAPA COUNTY ADULT SCHOOL

John P. Glaser, Superintendent

Rhonda Slota, Adult School Principal

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NAPA COUNTY COLLEGE

Dr. Chris McCarthy, President

Sue Nelson, Vice President

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NAPA COUNTY OFFICE OF EDUCATION/REGIONAL OCCUPATION PROGRAM

Barbara Nemko, Superintendent

Tammie Holloway, Director

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NAPA COUNTY SUPPORT SERVICES

Beth Atton, Director

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GOODWILL INDUSTRIES OF THE REDWOOD EMPIRE

Peter Lee, President & CEO

Laurie Petta, Director of Workforce Development