

# ORIGINAL

## Memorandum of Understanding #395-M0910

Between

El Dorado County Human Services

And

Crossroads Diversified Services

### I. PURPOSE

The purpose of this Memorandum of Understanding, hereinafter referred to as MOU, is to establish a cooperative working relationship between Crossroads Diversified Services hereinafter referred to as "Crossroads", El Dorado County Department of Human Services, hereinafter referred to as "DHS," and to define roles and responsibilities of interested parties with respect to continuation of an integrated, expanded One-Stop Career Center Delivery System that enhances services available to eligible recipients of both parties.

All parties understand that a quality One-Stop Career Center Delivery System is dependent on a good faith effort to work cooperatively to improve services to the community. It is understood that this is a project where different ways of working together and providing services are continuously being developed and improved.

### II. TERM OF AGREEMENT

This MOU shall become effective upon execution by both parties and shall cover the period of January 1, 2009 through December 31, 2011 unless it is revised, extended or terminated, as provided below.

Any party to this MOU may elect to terminate its participation in this MOU without cause by delivering a thirty (30) day written notice of intent to terminate to the other parties.

If any provision of this MOU is held invalid or otherwise stricken, the remainder of the MOU shall remain in full force and effect.

### III. MODIFICATION

This MOU may be modified, altered, or revised, as necessary, by mutual consent of all parties, by the issuance of a written amendment, signed and dated by persons authorized to sign on behalf of all parties.

### IV. EXTENSION

This MOU may be extended by written agreement between all parties provided such agreement is signed by all parties prior to the termination date of this agreement, and contains the following:

- A. A statement of intent to continue all provisions of the MOU
- B. Revised effective and termination dates, and
- C. Dated signatures of the persons authorized to sign on behalf of all parties

V. **NON-FINANCIAL AGREEMENT**

This non-financial MOU is to outline the roles and responsibilities of Crossroads and the One-Stop Career Center Delivery System.

- A. There is no compensation payable to any of the parties in connection with this MOU.
- B. Crossroads is to be funded directly from contracted sources for the provision of individualized employment services to persons with disabilities and others who have multiple barriers, and DHS shall not incur any fiscal obligation for any assistance or services provided to the One-Stop Career Center Delivery System by Crossroads.
- C. DHS is funded directly from federal sources for the provision of the One-Stop Career Center Delivery System services, and Crossroads shall not incur any fiscal obligation for any assistance or services provided to Crossroads by the One Stop Career Center Delivery System.

VI. **MUTUAL UNDERSTANDING**

It is mutually understood by the parties that:

The One-Stop Vision is built upon four guiding principles, which are the essence of a One-Stop Career Center Delivery System and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop Career Center Delivery System are:

- A. **Integration:** offering as many employment, training and education services to employers and to individuals seeking jobs or wishing to enhance their job skills as possible.
- B. **Comprehensive Services:** offering a large array of useful information with easy access to needed services.
- C. **Customer Focus:** fostering the ability to support “informed choice” by providing a means for customers to judge the quality of the services offered in the One-Stop Career Centers.
- D. **Performance Based:** requiring clear outcomes to be achieved, where the methods for measuring the agreed-upon outcomes (including customer satisfaction) are identified.

## **VII. AGREEMENTS**

- A. Parties to this Memorandum of Understanding agree jointly to coordinate and perform the activities and services described herein as authorized by applicable laws and regulations governing the parties' respective programs, services, and agencies. All parties agree to:
1. Participate in good faith in routine partner meetings devoted to the planning, evaluation and continuous improvement of all the programs and services provided through the One-Stop Career Centers.
  2. Assist in the development and utilization of a One-Stop customer-friendly referral system within the One-Stop Career Centers as well as to those services that are not provided directly through the One-Stop.
  3. Participate in and provide staff training and cross-training, as appropriate, to help ensure that One-Stop Career Center staff and Crossroads staff are familiar with all programs and services contained in the One-Stop and Crossroads programs in order to better integrate services, reduce duplication, and improve overall service delivery.
  4. Acknowledge and respect the individual identity of each of the partners, while actively and continually pursuing a coordination of effort among the partners to provide seamless service delivery to the customers of the One-Stop Career Center and Crossroads program.
  5. Participate in the utilization of common data collection for employment outcomes, learning outcomes, customer satisfaction, cost and service effectiveness, and customer access consistent with confidentiality requirements.
  6. Acknowledge and support the systems, procedures and programs developed and utilized by other one-stop partners in their independent delivery of their own mandated programs to the extent practical.
  7. Participate in the development and/or continued improvement of a coordinated employer services marketing program.
  8. Share data, information, and resources that will enhance services to customers and the one-stop system, consistent with confidentiality requirements.
- B. DHS agrees to:
1. Act as host agency for Crossroads at appropriate One-Stop Career Centers.
  2. Determine eligibility for Workforce Investment Act Services, hereinafter referred to as "WIA".
  3. Provide outreach, recruitment, intake and orientation activities.
  4. Provide job search, placement assistance and career counseling activities.
  5. Provide labor market information and information on job vacancies.
  6. Provide information on local and regional training providers.

7. Provide information on community support services.
8. Provide information and services to employers which may include the following:
  - a. Labor market information
  - b. Wage and benefit information
  - c. Local labor pool information
  - d. Internet talent search and job posting
  - e. Financial assistance for employee training
  - f. Small business administration information, loan application procedures, and other local small business development information as available
  - g. Employee recruitment and pre-screening services
  - h. Employee assessment and testing services
  - i. Job Fairs
  - j. Tax credit information
  - k. Outplacement assistance (managing transition for downsizing, reorganization, closures)
  - l. Local economic development efforts
  - m. Employer workshops and seminars.

C. Crossroads agrees to:

1. Establish liaison relationships at the appropriate One-Stop Career Centers for a specific number of agreed-upon hours per week (currently 4.5 hour shifts 2x month).
2. Contribute proportional share of the ancillary costs to the One-Stop Career Centers in which Crossroads staff are acting as liaisons, such as supplies, paper and materials as agreed upon in a separate financial agreement.
3. Provide the following Crossroads services to individuals using the One-Stop Center, who Crossroads determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with Crossroads services, including, but not limited to, the following:

a. **Core Services:**

As a general rule, Crossroads may participate in the provision of core services, as defined in WIA Section 134(d)(2), 29 U.S.C. Section 2864(d)(2), to customers of the One-Stop Center.

b. **Career Planning:**

Defining career goals based on interests, skills, strengths and barriers and developing a plan which outlines the steps necessary to achieve goals.

c. **Job Development:**

Individualized services by a skilled job developer to assist clients in identifying potential employers, scheduling interviews and developing employment opportunities.

- d. **Job Coaching Assistance:**  
Specialized support and training services for individuals who require additional on or offsite support to improve job performance and retain employment.
  - e. **Post Employment Support:**  
Ongoing direct contact with the client following placement to ensure successful retention of employment and provide additional support and referrals as needed.
  - f. **Workplace Accommodations:**  
Educating clients and employers on the ADA and reasonable accommodations.
  - g. **Social Security Benefits Counseling:**  
Information on Social Security including the change in benefits when an individual returns to work.
4. Integrate service to the extent possible in bringing together resources of program, staff and funding to provide operation through a “single service delivery system” as required under the Workforce Investment Act.
  5. Provide quarterly One Stop Career Center contribution reports to DHS no later than 30 days after the last day of each quarter.

## **VIII. REFERRAL PROCESS**

Parties will work together to develop referral procedures among the partners that assure relevant, informed and convenient services for customers, as appropriate, which may include:

- A. Prompt and courteous assistance by professional staff
- B. Client-initiated, self-directed referrals
- C. A variety of referral methods, including in-person, telephone, Internet, and hard copy forms
- D. Minimum waiting time, road blocks, and service delivery destinations for customer receipt of assistance
- E. Tracking of referrals
- F. A routine One-Stop Career Center referral/tracking report, and use of the CalJOBS systems as one of the tools for job placement. Partners may support and help expand the CalJOBS system, as applicable, by the following:
  1. Partners should encourage job seekers to use the CalJOBS system. Partners should assist case managed customers who are actively seeking work to complete resumes in the CalJOBS system.
  2. Partners who provide job development services for a specific customer, for a specific occupation, should use the CalJOBS system to identify job openings in other occupations. These openings should be listed in CalJOBS for exposure throughout our workforce area.

3. Partners may use CalJOBS to list job openings for exclusive use by their agency and can use CalJOBS “within house” as an order sharing system.
4. Job openings developed by a partner agency for exclusive use by that agency may be released and placed into CalJOBS.
5. Each partner receiving job openings should enter information in the Employer Contract Management System (ECMS) to facilitate coordination of services to the employer community.

## **IX. IDENTITY**

One-Stop Career Centers will have signage distinctive to the partnership in a fashion visible to the public.

## **X. GOVERNANCE**

Partners with co-located staff, in conjunction with the One-Stop Operator, are responsible for day-to-day operation of the One-Stop Career Centers. The managers, or their designees, of each partner agency serve as an advisory team to ensure that the systems and policies meet the needs of job seekers and employers.

Functions of the advisory team may include:

- Identification of services to be provided at the One-Stop Career Centers.
- Identification of processes that should be standardized throughout the system.
- Resolution of shared systems issues.
- Identification of best practices.
- Providing a “reality check” to ensure that customers are well served by the policies and procedures adopted.
- Acting as a quality council for continuous one-stop process improvement.
- May act as a first review level in the Dispute Resolution and Customer Complaint Resolution process.

Decisions are reached through a consensus process. The advisory team may request technical assistance or information from the One-Stop Operator, partner agencies or from the local Workforce Investment Board.

Membership on the advisory team consists of managers, or their designees from each co-located partner. Advisory team meetings will be held on a frequency deemed appropriate by the advisory team.

## **XI. SUPERVISION**

All parties shall maintain operational and fiscal control and responsibility for their staff assigned to the One-Stop Career Centers while ensuring that, while acting as a liaison to the One-Stop Career Center, their staff adheres to One-Stop Career Center policies and procedures, consistent with federal, state, DHS, and local partners’ rules and procedures.

It is understood that Crossroads and its staff shall remain subject to existing Crossroads personnel policies, procedures, regulations and statutes. DHS agrees to work with Crossroads to develop and implement policies and procedures for the One-Stop Center that avoid inconsistencies with Crossroads' existing policies, procedures, regulations and statutes.

## **XII. METHOD OF DISPUTE RESOLUTION**

All parties agree to communicate openly and resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible.

If disputes arise between Crossroads and other one-stop partners, Crossroads agrees to first attempt to resolve the dispute informally. Should informal resolution efforts fail, the dispute shall be referred in writing to the Director of Human Services (as designated One-Stop Operator) and the Director of Crossroads. The Directors shall personally meet and use their best efforts to resolve the dispute. If the Directors are not able to resolve the dispute within 15 days after the dispute has been referred to them, either party may terminate their participation in this MOU immediately upon written notice to the other party.

## **XIII. CONFIDENTIALITY**

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

Parties agree that when an individual applies for or receives Crossroads services from Crossroads through the One-Stop Center, all information regarding such application for or receipt of Crossroads services shall be confidential information subject to the applicable federal law and the Crossroads program policy.

DHS agree to develop and implement appropriate policies and procedures to assure that:

- A. Any information contained in the records of DHS or other One-Stop Partners, that identifies an individual as having applied for or received Crossroads services including but not limited to application, eligibility and referral records, shall be maintained by DHS and One-Stop Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by DHS and One-Stop Partners solely for purpose of providing services to such individual;
- B. Any information regarding any individual who has applied for or received Crossroads services, including the fact that the individual is an applicant or client of Crossroads, shall not be disclosed by DHS or any One-Stop Partner, absent a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
- C. Requests by DHS or any One-Stop Partner for information in Crossroads files concerning an applicant or client for Crossroads services shall be accompanied

by a written authorization from the applicant or client, consistent with applicable federal law and Crossroads policy; and

- D. Any information provided by Crossroads to DHS or to any One-Stop Partner shall be in accordance with all applicable federal law and Crossroads policy.

Crossroads agrees that it shall provide to DHS aggregated information regarding applicants or clients who applied for or received services from Crossroads through the One-Stop Center as needed for reporting and tracking required by WIA. The parties agree such information shall be reported in a format that does not identify the individual client or applicant.

#### **XIV. PRESS RELEASES AND COMMUNICATIONS**

Each party shall acknowledge the One-Stop Career Center when communicating with the press, television, radio or any other form of media regarding services provide pursuant to this MOU. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

#### **XV. INSURANCE**

Each party agrees to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any party to this MOU, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party

#### **XVI. HOLD HARMLESS / INDEMNIFICATION**

Crossroads shall defend, indemnify and hold DHS, its 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 Crossroads, its officers, agents or employees; provided that a party's duty to indemnify the other party shall not exceed the amount the amount paid by the indemnifying party's insurer.

DHS shall defend indemnify and hold Crossroads, 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 Workforce Investment Board, its officers, agents or employees; provided that a party's duty to indemnify the other party shall not exceed the amount the amount paid by the indemnifying party's insurer.



## **XVII. DISCRIMINATION CLAUSE**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, or marital status. Parties agree to comply with applicable provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related applicable regulations. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements pertaining services provided at a One Stop Center pursuant to this MOU.

Parties shall assure their compliance, as applicable, with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. The foregoing is not intended to alter the Indian tribe exception provided in Title I of the ADA (42 U.S.C. § 1211(5)(B)(i)).

## **XVIII. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to DHS shall be addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DEBBIE STACK, PROGRAM MANAGER

or to such other location as County directs.

with a carbon copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Crossroads shall be addressed as follows:

CROSSROADS DIVERSIFIED SERVICES  
9300 TECH CENTER DRIVE, #100  
SACRAMENTO, CA 95826  
ATTN: DANNY MARQUEZ, DIRECTOR

or to such other location as Crossroads directs.

with a carbon copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT


**XIX. ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Debbie Stack, Program Manager, Department of Human Services.

**XX. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 10/21/08  
Debbie Stack, Program Manager  
Human Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 10/21/08  
Doug Nowka, Director  
Human Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**--COUNTY OF EL DORADO--**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

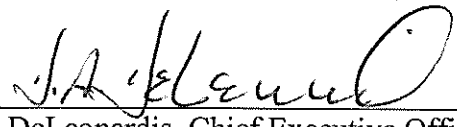
By: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Clerk

**--CROSSROADS--**

Dated: 10/23/08

Crossroads Diversified Services, Inc.  
A California Corporation

By:   
David DeLeonardis, Chief Executive Officer  
"Crossroads"

By:   
Corporate Secretary

Dated: 10/23/08