

# ORIGINAL

## Memorandum of Understanding #419-M1010

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This Memorandum of Understanding (MOU), a non-financial agreement, is entered into by and between the El Dorado County Department of Human Services, as the El Dorado County Community Action Agency Department responsible for administering Workforce Investment Act services for El Dorado and Alpine Counties (hereinafter referred to as "County") and the California Human Development Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3315 Airway Drive, Santa Rosa, CA 95403 and whose Agent for Service of Process is Michael Micciche, 3315 Airway Drive, Santa Rosa, CA 95403 (hereinafter referred to as "CHD") (collectively hereinafter referred to as the "Parties").

### RECITALS

**WHEREAS**, El Dorado County Department of Human Services is the designated One Stop Operator, as defined in Section 121(d) of the Workforce Investment Act of 1998, for El Dorado and Alpine counties; and

**WHEREAS**, Section 121(b)(1) of the Workforce Investment Act of 1998 requires certain partners in the local One Stop, including entities responsible for administering Migrant and Seasonal Farmworker programs as authorized under Title I of the Workforce Investment Act of 1998 and employment and training activities carried out under the Community Services Block Grant ; and

**WHEREAS**, CHD receives Federal grant funding to administer Migrant and Seasonal Farmworker programs in the service area which includes El Dorado and Alpine counties; and

**WHEREAS**, is it to the benefit of the general public that the Parties to this MOU cooperate in the sharing of information and services in order to provide the most comprehensive one stop resource center to the community; and

**WHEREAS**, The purpose of this MOU shall be to establish a cooperative working relationship and to define the 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.

**NOW THEREFORE**, the Parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

A. 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:

- **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; and
- **Comprehensive Services:** Offering a large array of useful information with easy access to needed services; and
- **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; and
- **Performance Based:** Requiring clear outcomes to be achieved, where the methods for measuring the agreed-upon outcomes (including customer satisfaction) are identified.

Parties to this MOU 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 CHD staff are familiar with all programs and services contained in the One Stop and CHD 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 CHD programs.
5. Participate in the utilization of Smartware or other common data collection for employment outcomes, learning outcomes and customer satisfaction.
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.
7. Share data, information, and resources that will enhance services to customers and the One Stop system, consistent with confidentiality requirements.

B. County agrees to:

1. Act as host agency for CHD at appropriate Connections One Stop Career Center(s).
2. Determine eligibility for Workforce Investment Act (hereinafter referred to as "WIA") Adult, Dislocated Worker and Youth services for applicants to those services provided by the County.
3. For all Connections One Stop clients;
  - Provide outreach, recruitment, intake and orientation activities
  - Provide job search, placement assistance and career counseling activities
  - Provide labor market information and information on job vacancies
  - Provide information on local and regional training providers
  - Provide information on community support services.
  - Provide appropriate information and services to employers which may include the following:
    - Labor market information
    - Wage and benefit information
    - Local labor pool information
    - Internet talent search and job posting
    - Financial assistance for employee training
    - Small business administration information, loan application procedures, and other local small business development information as available
    - Employee recruitment and pre-screening services
    - Employee assessment and testing services
    - Job Fairs
    - Tax credit information
    - Outplacement assistance (managing transition for downsizing, reorganization, closures)
    - Local economic development efforts
    - Employer workshops and seminars.

C. CHD agrees to:

1. Establish liaison relationships at the appropriate Connections One Stop Career Center(s) to provide resource room coverage up to two 4.5 hour shifts per week per CHD staff member and co-locate one (1) full-time CHD staff member at the Connections One Stop located in Placerville.
2. Contribute proportional share of the ancillary costs to the Connections One Stop Career Center(s) in which CHD staff are acting as liaisons, such as supplies, paper and materials as agreed upon in a separate financial agreement.

3. Provide the following CHD Migrant and Seasonal Farmworker (hereinafter referred to as "MSFW") services to individuals using the Connections One Stop Career Center(s), who CHD determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with CHD services, including, but not limited to, the following:
  - a. Core Services: Participate in the provision of core services, as defined in WIA Section 134(d)(2) and 29 U.S.C. Section 2864(d)(2), to customers of the One Stop Center.
  - b. Intensive Services: Provide intensive services, as defined in WIA Section 134(d)(3)(C), to eligible farmworkers which may include objective assessments, individual employment plan development, work experience, individual or group counseling, career development, allowance payments, dropout prevention services, literacy assistance and an English as a second language program.
  - c. Training Services: Provide training services as described in WIA Section 134(d)(4)(D).
  - d. Related Assistance: Provide related assistance to eligible farmworkers to address an urgent matter, as authorized by WIA Section 167(d), and may include emergency assistance, other supportive services described in the grant plan, housing development assistance and workplace safety.
4. Integrate service to by 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. On a quarterly basis provide County with information regarding its contributions to the Connections One Stop Career Center by completing Exhibit "A" marked "One Stop Partner Contribution", incorporated herein and made by reference a part hereof, no later than 30 days after the last day of each quarter.

## II. TERM OF MOU

This MOU shall become effective upon execution by both Parties through September 30, 2011 unless it is revised, extended or terminated, as provided below or by the repeal of the Workforce Investment Act of 1998 (WIA), or in accordance with the following:

- A. Any party to this Agreement may elect to terminate its participation in this Agreement without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.
- B. If any provision of this Agreement is held invalid or otherwise stricken, the remainder of the Agreement 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 CHD in the One-Stop Career Center Delivery System.

- A. There is no compensation payable to any of the Parties in connection with this MOU. A separate financial agreement shall be negotiated between Parties relative to costs associated with ancillary and space use within the Connections One Stop.
- B. CHD is funded directly from Federal sources for the provision of employment and education services to the migrant seasonal farmworker population in rural areas, and County shall not incur any fiscal obligation for any assistance or services provided to the Connections One Stop Career Center Delivery System by CHD.
- C. County is funded directly from Federal sources for the provision of the One Stop Career Center Delivery System services, and CHD shall not incur any fiscal obligation for any assistance or services provided to CHD by the One Stop Career Center Delivery System.

### **VI. GOVERNANCE**

Partners with co-located staff, in conjunction with the One Stop Operator, are responsible for day-to-day operation of the Connections One Stop Career Center(s). The managers, or their designees, of each partner agency ensure that the systems and policies meet the needs of job seekers and employers.

Functions of the managers 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.

## **VII. SUPERVISION**

All parties shall maintain operational and fiscal control and responsibility for their staff assigned to the Connections One Stop Career Center(s) ensuring that their staff adheres to Connections One Stop Career Center policies and procedures, consistent with federal, state, County, and local partners’ rules and procedures.

It is understood that CHD and its staff shall remain subject to existing CHD personnel policies, procedures, regulations and statutes. County agrees to work with CHD to develop and implement policies and procedures for the Connections One Stop Center(s) that are consistent with existing CHD and County policies, procedures, regulations and statutes.

## **VIII. 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 CHD and other Connections One Stop partners, CHD 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 Chief Executive Officer of CHD. The Directors, or their designees, shall use their best efforts to resolve the dispute. If the Directors, or their designees, 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 in accordance with Article II-Term of this MOU herein.

## **IX. 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 services from either party through the Connections One Stop Center(s), all information regarding such application for or receipt of either party’s services shall be confidential information subject to the applicable federal law.

Parties shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

#### **X. PRESS RELEASES AND COMMUNICATIONS**

Each party shall acknowledge the Connections One Stop Career Center(s) 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.

#### **XI. 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 either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

#### **XII. INDEMNIFICATION**

CHD shall defend, indemnify and hold County, 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 CHD, 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.

County shall defend indemnify and hold CHD, 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.

**XIII. NON-DISCRIMINATION**

Parties to this MOU shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family leave care. Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full. CHD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Parties shall comply with the following provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and the provisions of WIA section 188; and the American's with Disabilities Act.

**XIV. 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 County shall be addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: JANET WALKER-CONROY, ASSISTANT DIRECTOR

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: GAYLE ERBE-HAMLIN, PURCHASING AGENT



Notices to CHD shall be addressed as follows:

CALIFORNIA HUMAN DEVELOPMENT CORPORATION  
3315 AIRWAY DRIVE  
SANTA ROSA, CA 95403  
ATTN: MICHAEL MICCICHE

or to such other location as CHD directs.

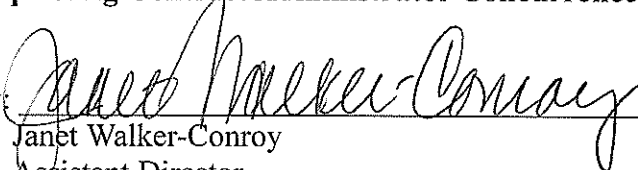
**XV. ADMINISTRATOR**

The El Dorado County Officer or employee with responsibility for administering this MOU is Janet Walker-Conroy, Assistant Director, Department of Human Services, or successor.


**XVI. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire MOU between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 3/23/10  
Janet Walker-Conroy  
Assistant Director  
Department of Human Services

**Requesting Department Head Concurrence:**

By:  Dated: 3-25-2010  
Daniel Nielson, M.P.A.  
Director  
Department of Human Services

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding #419-1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

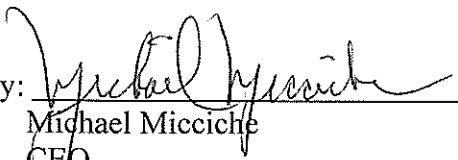
By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

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


By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

CALIFORNIA HUMAN DEVELOPMENT CORPORATION  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_  
Michael Micciche  
CEO

Dated: 4/15/10

By:  \_\_\_\_\_  
Corporate Secretary

Dated: 4/28/10

Exhibit "A"  
**Fiscal Year 2009-2010**  
**One-Stop Partner Contributions**  
**Quarter**

**Partner:** \_\_\_\_\_  
Name

One-Stop Location:     Placerville                       So. Lake Tahoe

**Monetary Value:**

- |  |                 |                                  |                               |
|--|-----------------|----------------------------------|-------------------------------|
| <input type="checkbox"/> Staff: _____ Hrs/day: _____ No. Days/Qtr: _____ | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Rent/etc: _____                                 | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Equipment/computers: _____                      | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Brochures/etc: _____                            | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Workshops (Non One-Stop Staff): _____           | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Office Supplies: _____                          | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Other: _____                                    | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Other: _____                                    | Value: \$ _____ | <input type="checkbox"/> In-Kind | <input type="checkbox"/> Cash |

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify to the best of my knowledge that the information on this MOU Attachment is true and correct, and promotes the purpose and intent of the One-Stop Career Center System.

  
\_\_\_\_\_  
Signature (One-Stop Partner Representative)

4/15/10  
\_\_\_\_\_  
Date