

Memorandum of Understanding for Operation of the Monterey County America's Job Center of California, Between Monterey County and the Transitions for Recovery and Re-Entry Program, Inc.

In accordance with Section 121(c) of the Workforce Investment Act (WIA), and Code of Federal Regulations (CFR), Title 20, §678.500 of the Workforce Innovation and Opportunity Act (WIOA), and with the agreement of the Chief Local Elected Official (CLEO) of the designated local workforce investment area, this Memorandum of Understanding (MOU) is entered into between Monterey County, acting through the Monterey County Workforce Development Board (County), and the Transitions for Recovery and Re-Entry Program, Inc. (TRRP) County and TRRP agree, with respect to the operation of the America's Job Center of California (Job Center) in Monterey County, as follows:

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide for co-location of Transitions for Recovery and Re-Entry Program, Inc. (TRRP) and County at the America's Job Center of California (Job Center) in Monterey County located at 1760 Fremont Boulevard, Suite D-2 in Seaside, California, in order to provide wrap-around re-entry support services for parolees, probationers, veterans and the hard to serve residents of Monterey County. Established in 2012, TRRP is a non-profit (501(c)3) organization made of up of various governmental agencies, community based organizations, and employers, to initiate a program providing a comprehensive career pathway for individuals who are released from jail or prison, so they can obtain solid employment and the necessary life and social skills to productively function in society.

This MOU provides County an opportunity to insure that TRRP is aware and accountable for its part in the operation and performance of the Job Center delivery system.

This MOU is an agreement developed and executed between County, with the agreement of the CLEO, and TRRP relating to the operation of the Job Center delivery system in the local area. The local WDB must initiate a MOU development process to meet the intent of WIA/WIOA and the implementing regulations. The WIA/WIOA emphasizes full and effective partnerships between local WDBs and Job Center partners, while regulation emphasizes that it is a legal obligation for the Job Center partners and local WDB to engage in good faith negotiations to reach agreement on this MOU.

II. Vision of the America's Job Center of California (Job Center) Delivery System

The Monterey County WDB's Vision for the Job Center system is:

- To continually combine the best practices of the public and private sectors to create a dynamic, efficient and effective Workforce Development Board.

- To develop innovative models that acquire and leverage alternate funding sources to offer access to all services.
- To contribute to a healthy economy that's filled with jobs that are built with integrity.

Methods to attain these goals are:

- Coordination of leadership efforts
- Establishment of a value-based, results-oriented system of committed partnerships
- Institutionalization of a quality-driven, continuous improvement environment
- Implementation of a comprehensive performance measurement system
- Mobilization of resources
- Establishment of physical presence and electronic links to additional satellites and other key partners

Furthermore, the vision of the Job Center is built upon four guiding principles, which are the essence of the delivery system. They are the guiding principles in the development of MOUs and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles are as follows:

- **Integrated:** offers as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice 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.

III. Services of the Job Center in Monterey County

County, with agreement of the CLEO for Monterey County, enters into this MOU with TRRP to assist with the operation of the Job Center in Monterey County. This MOU refers to County and TRRP jointly as "the parties". The parties agree that the following services will be provided at the Job Center in Monterey County:

1. Career Services

- WIA/WIOA – eligibility determination
- Outreach, intake (worker profiling) and orientation to the information and other services available through the Job Center delivery system.
- Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.
- Job search and placement assistance, and where appropriate, career counseling.
- Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas.

- Provision of performance information and program cost information on eligible providers of training services as described in WIA and WIOA, provided by program and eligible providers, providers of adult education, providers of post-secondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.).
- Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the Job Center delivery system in the local area.
- Provision of accurate information relating to the availability of supportive services and referral as appropriate.
- Provision of information regarding filing claims for unemployment compensation
- Assistance in establishing eligibility for: 1) welfare-to-work activities authorized under section 403(a)(5) of the Social Security Act, and 2) programs of financial aid assistance for training and education programs that are not funded under this Act and are available in the local area.
- Follow up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under WIA/WIOA who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

2. Training Services

- Access to training services (including serving as the point of access to individual training accounts). Training services may include occupational skills training, on-the-job training, workplace training combined with related instruction, training programs operated by the private sector, skill upgrading and retraining; entrepreneurial training, job readiness training, adult education and literacy activities, and customized training.

3. Access to Job Center partner programs and activities.

4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

5. The following services may also be provided:

- Access to customized screening and referral of qualified participants in training services to employment
- Customized employment related services to employers on a fee-for-service basis
- Supportive services
- Needs related payments

IV. Term of the MOU

This MOU shall remain in effect until terminated by the repeal of the WIA or WIOA, otherwise by action of law, or in accordance with this section.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual consent of all parties. All changes and extensions shall be by written amendment, signed and dated by all the parties on an as-needed basis.

Any party may withdraw from this MOU by giving written notice of intent to withdraw to the other party at least 180 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all Job Center partners.

V. Benefits

The parties to this MOU expect to derive the following benefits from their participation in the Job Center delivery system:

- Expanded customer base
- Expanded access to supportive services to reduce program dropout rates
- Increased AB 109 program enrollments
- Expanded service offering
- Reduce welfare dependency
- Cooperative programs to match funds
- Information sharing
- Opportunity to offer more comprehensive services

VI. Access to Services and Cost Sharing

Access to Services:

TRRP agrees to contribute to the delivery of the following services in the local Job Center delivery system:

Career Services	Funding Source	Job Center (JS) and/or Remote (R)
Collaborate in the provision of outreach, intake and orientation to Job Center services. <i>Outreach</i> to include efforts to increase the awareness, availability and use of service by specific target populations.	Monterey County Probation Department grant funds	Job Center and/or Remote

<i>Intake</i> as a process to ensure that target populations of participant categories determined by funding sources receive services for which they are eligible.		
<i>Orientation</i> relative to information and available services		
Collaborate in the provision of initial assessment of skill levels, aptitudes, abilities, and supportive service needs.	"	"
Collaborative job search and placement assistance, and where appropriate, career counseling.	"	"
Will assist in the provision of information regarding local area performance	"	"
Will collaborate in the provision of accurate information relating to the availability of supportive services and referral as appropriate.	"	"
Follow-up services, including counseling regarding the workplace as appropriate.	N/A	N/A

Training Services	Funding Source	Job Center (JS) and/or Remote (R)
Will facilitate access to training services if available. Training services may include occupational skills training, on-the-job training, workplace training combined with related instruction, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, job readiness training, adult education and literacy activities, and customized training.	Monterey County Probation Department grant funds	Job Center and/or Remote
Will consider participating in a shared case management system.	N/A	N/A

Other Services	Funding Source	Job Center (JS) and/or Remote (R)
Will provide staff to greet and direct customers in the Job Center.	Monterey County Probation Department grant funds	Job Center and/or Remote

TRRP agrees to provide a total of sixteen (16) to twenty-four (24) hours of services to customers at the Job Center pursuant to this MOU, through the collocation of one (1) to two (2) staff, two days per week, for up to eight (8) hours per day, between 8:30am to 4:00pm. The specific hours worked will be flexible, and as agreed upon by the parties, to ensure the efficient provision of services and cross training of Job Center staff. TRRP agrees to leave the premises as they were when they arrived after each day.

Cost Sharing:

Parties to this MOU recognize that this is a non-financial agreement, and agree to adhere to the following principles in sharing costs and resources related to the Job Center operation.

- I. **How Costs for Services and Activities Shall be Shared Among Partners**
 A cost allocation methodology that is reasonable and agreed upon by all partners for the overall system must be negotiated and developed in accord with WIA/WIOA as well as with applicable uniform administrative requirements, cost principles, and audit requirements included in the appropriate circulars or rules of the Office of Management and Budget (OMB), and other federal and State guidance as appropriate.

- II. **Levels of Participation of Investment**
 A financial contribution to the Job Center delivery system is not required; however, each partner will outline their cash contribution or resources for in-kind services on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated.

TRRP agrees to pay salary and other payroll costs of their staff that are placed at the Job Center in Monterey County. No TRRP staff shall become a County employee by reason of this MOU nor have a right to any County employee compensation or benefit.

VII. Non Financial Agreement Clause

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other.

VIII. Methods of Referral and Confidentiality

Methods of Referral:

The methods of referral of individuals to the Job Center delivery system by TRRP will be all of the following:

- A. Collocation and integration of staff at the Job Center located at 1760 Fremont Boulevard, Suite D-2 in Seaside, California, as well as other mutually agreed upon satellite sites within the local area.
- B. Electronic linkages, including websites.
- C. Orientation preparation prior to referral.

Confidentiality:

TRRP and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. TRRP shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this MOU, unless County specifically permits TRRP to disclose such records or information. TRRP shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. TRRP shall not use any confidential information gained by County in the performance of this MOU except for the sole purpose of carrying out TRRP's obligations under this MOU.

TRRP must take reasonable measures to safeguard protected personally identifiable information (PII) and other information the County or pass-through entity designates as sensitive or any non-federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Electronic, open, machine readable information is preferable to paper, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records.

IX. Indemnity Clause

Parties to this MOU agree to defend, indemnify, and hold harmless each Job Center partner, including its officers, agents, and employees against all claims made or from suits filed against them for any personal injury or property damaged alleged to be caused by any act, error or omission of the indemnifying Job Center partner, including their officers, employees, agents and volunteers.

The Monterey County WDB agrees to defend, indemnify, and hold harmless each Job Center partner, including its officers, agents, and employees 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 Monterey County WDB, including their officers, employee, agents, and volunteers.

Parties to this MOU agree to defend, indemnify, and hold harmless the Monterey County WDB, including its officers, agents, and employees against all claims made or from suites filed against them for any personal injury or property damage alleged to be caused by any act, error or omission of the indemnifying Partner, including their officers, employees, agents and volunteers.

X. Insurance Requirements

Under Section X. Insurance Requirements, this MOU refers to TRRP as "CONTRACTOR".

A. Evidence of Coverage:

Prior to commencement of this MOU, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this MOU until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

C. Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect, throughout the term of this MOU, a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
4. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

D. Other Insurance Requirements.

All insurance required by this MOU shall be with a company acceptable to the Monterey County WDB and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this MOU.

- E. Each liability policy shall provide that the Monterey County WDB shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured's with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- F. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured's with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insured's shall not be called upon to

contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- G. Prior to the execution this MOU by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by the MOU. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this MOU, which shall continue in full force and effect.
- H. CONTRACTOR shall, at all times during the term of this MOU, maintain in force the insurance coverage required under this MOU and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this MOU, which entitles County, at its sole discretion, to terminate this MOU immediately.

XI. Disputes

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Monterey County WDB who shall place the dispute upon the agenda of a regular or special meeting of the WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with the state's WIA/WIOA grievance procedures. The parties agree to be bound by the final determination resulting from that procedure.

XII. Required Certifications

- (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware

that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

- (b) Certification of cost allocation plan or indirect (F&A) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
 - (1) A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
 - (2) Unless the non-Federal entity has elected the option under §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
- (c) Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in §200.414 Indirect (F&A) costs, paragraph (a).
- (d) See also §200.450 Lobbying for another required certification.

XIII. 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 below.

APPROVED AS TO FORM:

Dated: _____, 2015 COUNTY OF MONTEREY,
COUNTY COUNSEL'S OFFICE

By: _____
Rebecca Cenicerros, County Counsel

Dated: _____, 2015 COUNTY OF MONTEREY,
WORKFORCE DEVELOPMENT BOARD

By: _____
Joyce Aldrich, Executive Director
730 La Guardia Street,
Salinas, CA 93905

(831) 759-6644
aldrichj@co.monterey.ca.us

Dated: _____, 2015 TRANSITIONS FOR RECOVERY AND
RE-ENTRY PROGRAM, INC.

By: _____
Jacqueline C. Simon, President/CEO
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