

## **Memorandum of Understanding for Operation of the Monterey County America's Job Center of California, Between Monterey County and the Job Corps, Northern California Outreach and Admissions**

In accordance with Section 121(c) of the Workforce Investment Act of 1998 (WIA), and with the agreement of the Chief Local Elected Official (CLEO) of the designated local workforce investment area, this Memorandum of Understanding is entered into between Monterey County, acting through the Monterey County Workforce Investment Board (County), and the Northern California Job Corps, Northern California Outreach and Admissions, operated through the Department of Labor (Northern California Job Corps, NCOA). County and Northern California Job Corps, NCOA agree, with respect to operation of the Monterey County America's Job Center of California (Job Center), as follows:

### **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to provide for co-location of Northern California Job Corps, NCOA and County at the America's Job Center located at 730 La Guardia, Salinas, California (Job Center) in order to provide job placement services to residents of Monterey County. Northern California Job Corps, NCOA is the nation's oldest and largest federally funded career skills training and education program for economically disadvantaged youth ages 16 through 24. Established in 1964, Northern California Job Corps, NCOA has trained and educated more than two million young people, serving approximately 60,000 young adults each year. Northern California Job Corps, NCOA is administered by the U.S. Department of Labor.

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

The MOU is an agreement developed and executed between County, with the agreement of the CLEO, and Northern California Job Corps, NCOA, relating to the operation of the Job Center delivery system in the local area. Local Workforce Investment Boards (WIBs) must initiate a MOU development process to meet the intent of Section 121 of the Workforce Investment Act of 1998 (WIA) and the implementing regulations. The WIA emphasizes full and effective partnerships between local WIBs and Job Center partners, while regulation emphasizes that it is a legal obligation for Job Center partners and local WIBs to engage in good faith negotiations to reach agreement on an MOU.

## II. Vision of the Monterey County Workforce Investment System

The Monterey County WIB's Vision for the workforce system is:

- To continually combine the best practices of the public and private sectors to create a dynamic, efficient and effective Workforce Investment 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 is 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. Parties to this MOU

County, with the agreement of the CLEO for Monterey County, enters into this MOU with Northern California Job Corps, NCOA to assist with the operation of the Monterey County America's Job Center of California. This MOU refers to County and Job Corps, NCOA jointly, as "the parties" or to County and Job Corps, NCOA individually as "a party." The parties agree that the following services will be provided at the Job Center:

#### 1. Core Services

- WIA Title I – Subtitle B WIA Title I – Subtitle B (Regulations 662.249) 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 section 122, provided by program, and eligible providers of youth activities described in section 123, providers of adult education described in title II, 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 established 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 this

subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

2. Intensive and Training Services

- Access to intensive and 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.

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
- Core Services

**IV. Term of the MOU**

This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 or Workforce Innovation and Opportunity Act (WIOA), 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 dropout rates
- Increased program enrollments
- Expanded service offering
- Reduce welfare dependency
- Cooperative programs to match funds
- Information sharing
- Opportunity to offer comprehensive services

**VI. Access to Services and Cost Sharing**

**Access**

Job Corps, NCOA agrees to contribute to the delivery of the following services in the local Job Center System:

Core Services	Funding Source	Job Center (JC) And/or Remote (R)
Collaborate in the provision of outreach, intake and orientation to Job Center services.  Outreach to include efforts to increase the awareness, availability and use of service by specific target populations.  Intake as a process to ensure that target populations of participant categories determined by funding sources receive services for which they are eligible.  Orientation relative to information and available service	"	"
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	"	"
Assist in the provision of employment statistics information, including accurate information relating to local, regional, and national labor market areas.	"	"
Will provide performance information and program cost information as appropriate.	"	"
Will assist in the provision of information regarding local area performance.	"	"

TABLE 1

<b>Core Services</b>	<b>Funding Source</b>	<b>Job Center (JC) And/or Remote (R)</b>
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

<b>Intensive Services</b>	<b>Funding Source</b>	<b>Job Center (JC) And/or Remote (R)</b>
Will facilitate access to intensive and training services if available. Training services may include occupational/vocational skills training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; job readiness training; youth education and literacy activities; and customized training.		
Will consider participating in a shared case management system.	N/A	N/A

<b>Other Services</b>	<b>Funding Source</b>	<b>Job Center (JC) And/or Remote (R)</b>
Will provide staff to greet and direct customers in the Job Center.	"	"
Will consider operating electronically.	"	"

Job Corps, NCOA agrees to provide a total of twelve (12) to twenty-four (24) hours of services to customers at the Job Center pursuant to this MOU, through the collocation of between one (1) to two (2) staff, three (3) days per week, for four (4) hours/day each day. 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.

**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.

**A. 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 as well as with OMB circulars A-21, A-87- A-110, ASMB C-10, and other Federal and State guidance as appropriate.

**B. 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.

Job Corps, NCOA agrees to pay salary and other payroll costs of their staff that are placed at the Job Center in Monterey County. No Job Corps, NCOA 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**

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

- A. Collocation and integration of staff at the comprehensive Job Center located at 730 La Guardia, Salinas, 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
- D. Universally agreed upon referral form, which includes agreeing to accept information (i.e. demographic, assessment and other information based on the requestor's right and need to know) previously collected on the customer through the Job Center delivery system and to provide information back to the referring agency on the status of referral.
- E. Referrals verified via case management follow-up.

**Confidentiality:** CONTRACTOR 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. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

## **IX. Indemnity Clause**

The Partners 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 Partner, including their officers, employees, agents and volunteers.

The Monterey County WIB agrees to defend, indemnify, and hold harmless each 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 Board, including their officers, employee, agents, and volunteers.

The Partners agree to defend, indemnify, and hold harmless the Monterey County WIB, 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 indemnifying Partner, including their officers, employees, agents and volunteers.

## **X. Insurance Requirements**

### 10.01 Evidence of Coverage:

Prior to commencement of this Agreement, 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 Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 10.02 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.



**10.03 Insurance Coverage Requirements:**

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

**Commercial General Liability Insurance:** Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

**Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Workers' Compensation Insurance:** If CONTRACTOR employs others in the performance of this Agreement, 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.

**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 Agreement, 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 Agreement.

**10.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, 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 Agreement.

Each liability policy shall provide that the County 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 sub contractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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.

Prior to the execution of this Agreement 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 this Agreement. 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 Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement 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 Agreement, which entitles County, at its sole discretion, to terminate this Agreement 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 WIB who shall place the dispute upon the agenda of a regular or special meeting of the Monterey County WIB'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 grievance procedures. The parties agree to be bound by the final determination resulting from that procedure.

**XII. 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: \_\_\_\_\_, 2014

COUNTY OF MONTEREY,  
COUNTY COUNSEL'S OFFICE

By \_\_\_\_\_  
Rebecca Cenicerros, County Counsel

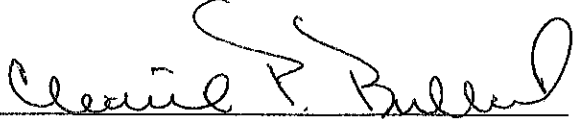
Dated: \_\_\_\_\_, 2014

COUNTY OF MONTEREY  
WORKFORCE INVESTMENT BOARD

By \_\_\_\_\_  
Joyce Aldrich, Executive Director  
730 La Guardia Street, Salinas, CA  
(831) 759.6644  
aldrichj@co.monterey.ca.us

Dated: Oct. 8, 2014

NORTHERN CALIFORNIA OUTREACH  
AND ADMISSIONS

By   
Clearnise P. Bullard, Project Director  
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