

Solano County AJCC Partner MOU - 2019-22



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

WIOA
AJCC Partner Agency
MEMORANDUM OF
UNDERSTANDING

Between the
Workforce Development Board of Solano County
And the
Solano Health and Social Services

For the Conduct of the
Solano County “America’s Job Center of California” System
Effective July 1, 2022 through June 30, 2025

I. Preamble/Purpose

A. Preamble

This AJCC Partner Agency Memorandum of Understanding (“Partner Agency MOU”), along with the incorporated Master MOU (“Master MOU”), which is incorporated herein by reference between the Solano Health and Social Services and the Workforce Development Board (WDB) of Solano County, acts as a functional tool for how the WDB and individual partnering agencies will work together to create a unified Solano America’s Job Centers of California (AJCC) delivery system that best meets the needs of shared jobseeker and business customers.

B. Nature of “Master MOU” and “Partner Agency MOU”

The incorporated Master MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Individual contracts and agreements between partnering agencies are not affected by and do not affect the Master MOU.

Any financial or non-fiduciary arrangements with the AJCC system are to be outlined within this AJCC partner agency cost sharing agreement (as specified below).

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II. Vision Statement, Mission Statement, and Operating Principles

A. Vision

The vision of the Solano AJCC system is to operate a high-quality, integrated, and customer-focused workforce system consisting of multiple workforce partners that strengthens the economy and quality of life in Solano County.

B. Mission

The mission of the Solano AJCC is to align the county’s workforce services and resources to effectively serve the needs of the county’s businesses and job seekers by providing a holistic and customized service delivery that leads to meaningful employment and a skilled workforce.

C. Operating Principles

The core principles of the Solano AJCC include:

- Fostering and promoting inter-agency collaboration on a local and regional level;
- Ensuring accessibility to services and the labor market for all job seekers;
- Building basic and advanced educational or occupational skills;
- Supporting career pathways that correspond to local or regional in-demand industries and occupations; and
- Providing multiple access and referral points to ensure an easily navigable system of services.

III. Obligations of Partnering Agencies

In accordance with the WIOA of 2014, Title I Subtitle B, Chapter 1, Section 121(b) “One Stop Partners,” each partnering agency must:

- Provide access through the AJCC to activities carried out by the agency;
- Use a portion of funds available for that agency to maintain the AJCC system; each partnering agency will abide by the provisions, as applicable, in the subpart to this section: Attachment B of this Partner Agency MOU, “AJCC Shared Infrastructure Cost Budget”.
- Enter into an MOU relating to the operation of the AJCC; each partnering agency will adhere by the provisions, as applicable, in the subparts to this section: Attachment C of this Partner Agency MOU, “AJCC Shared System Services”, and Attachment D of this Partner Agency MOU, “AJCC System Points of Access”, and each partnering agency will participate in the resource sharing, as applicable, in the subparts to this section: Attachment A of this Partner Agency MOU, “System Costs Funding”.
- Participate in the operation of the AJCC consistent with the MOU, and the requirements of the WIOA and other Federal laws; and

IV. Commitment of Support for the Solano AJCC

Each AJCC partner agency shall contribute to the operations of the Solano AJCC as follows:

A. Access to Agency Services

In providing access to Partner Agency services as outlined in Attachment C and D of this Partner Agency MOU;

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B. Assistance at Solano AJCC Site(s)

In providing assistance for the five (5) AJCC services provided in AJCC Centers (Fairfield and Vallejo):

1. Basic Career Services
2. Individualized Career Services
3. Follow-up Services
4. Training Services
5. Business Services

Partnering agencies shall develop and implement the means to provide such on-site assistance.

C. Provision of Additional Services

In providing added services as specified in Attachment C of this Partner Agency MOU; Partnering agencies shall develop and implement the means to provide such additional assistance.

Partnering agencies shall perform advance program and fiscal planning so as to fully meet the obligations in Section III (“Obligations of Partnering Agencies”).

In accordance with federal law, partnering agencies will be required to make specific, firm commitments to the operation of the Solano AJCC via these agreements. Partnering agencies hereby agree to amend or replace this MOU as needed to accurately describe the obligations they will have to incur due to these federal law requirements.

V. Responsibility of AJCC Partners

A. Joint Planning and Plan Development

The AJCC partners shall participate in joint planning, plan development and modification of activities to accomplish the following:

1. Continuous partnership building;
2. Continuous planning in response to state and federal requirements;
3. Responsiveness to local and economic conditions, including employer needs; and
4. Adherence to common data collection and reporting needs; and
5. Promoting, through various outreach efforts including media outlets, the services of the AJCC system to job seekers and businesses.

B. Participation on the WDB’s AJCC Committees

Each Partner Agency is to have a senior staff member available to serve as needed as an active member of the Workforce Development Board Ad-Hoc committee “*Solano Employment Connection*”, which serves in an advisory role to the full Workforce Development Board on over-arching policy-level issues for the design and conduct of the AJCC administration and operation.

Each Partner Agency is to have an appropriate staff member available to participate as needed as a member on the “*Solano AJCC Operations Team*”, which serves to identify and cooperatively address day-to-day issues for the implementation of Solano AJCC activities.

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C. Access to Program Services Through Solano AJCC System

The AJCC partner shall make the applicable service(s) appropriate to the partner agency's program available to customer through the one-stop delivery system.

D. Participation in Solano AJCC Operations

The AJCC partner agency shall participate in the operation of the one-stop system, consistent with the terms of this Partner Agency MOU and requirements of authorized laws.

1. All collocated partners will cooperate to provide adequate supervisory coverage in the center.
2. All collocated partners will cooperate to provide adequate staff to ensure that basic career services are available to AJCC customers in the center.

E. Participation in Solano AJCC Staff Capacity Building

The AJCC partner shall participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained, as appropriate.

VI. Methods for Referring Customers

The WDB and the AJCC partner agency shall carry out a referral system as follows:

A. General referral process

1. The individual will be assisted in completing a self-assessment of their needs. The scope of this assessment will vary with each individual's level of need and their familiarity with the system.
2. The individual will be informed of service options that correlate with their stated needs. As they select services options, they will be provided with "who, what, where, and when".
3. Partner staff will contact the suggested service(s) through the most appropriate means to directly and promptly refer the individual. Where possible, the individual will communicate immediately with the service provider staff.
4. A feedback triangle will be in place to adequately connect the referring staff with the receiving staff and with the individual seeking services.

B. Commitment to ensuring a high quality customer service and customer-centered focus

1. All referrals will be based on the needs and preferences of the customer and will be appropriate and responsible.
2. Partner staff will be trained in the services provided by the other partners, any requirements for program participation, and the profile of the individual most likely to benefit from the service.
3. Partner staff will use effective methods of communication amongst each other and with customers. Instead of "one size fits all", various means of communication will be employed which best suit the individual seeking service and the agency providing service – be that email, text, social media, phone, paper, etc. The practice will be to connect people using the most prompt, efficient, and useful means of communication.

C. Provision of direct access to partners through real-time technology

1. All partner agencies will be connected via the linking of agency websites to the AJCC website.

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2. Partner agencies will connect via methods that fit their resources and mission – be that electronic systems, email, social media, mobile phones, etc.
3. Partner agencies will ensure that they are accessible by maintaining the appropriate equipment for use by customers.
4. All partner agencies will continuously fill their “point of contact” assignment with trained and knowledgeable individuals.

VII. Shared Technology and System Security

The WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including for example, client tracking, common case management, reporting, and data collection.

Partner agencies agree to share data and technology as well as to ensure that all data systems are secure. Partner agencies further agree to the following:

- A. To comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- B. To comply with the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- C. To commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- D. To maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in strictest confidence, and use such records solely for purposes directly related to such services.
- E. To develop technological enhancements that allows interfaces of common information needs, as appropriate.
- F. To understand that system security provisions shall be agreed upon and commonly adhered to by all partners.

VIII. Confidentiality

Partner agencies agree to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Federal Privacy Act of 1974 as amended, and any other appropriate statute or requirement to assure the following:

- A. All applications and individual records related to services provided under this partner agency MOU, including eligibility for services, enrollment and referral, shall be confidential to the extent permitted by state and federal law, and shall not be open to examination for any purpose not directly connected with the delivery of such services.

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- B. No person will publish, disclose use, permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants or customers overall unless a specific release is voluntarily signed by the participant or customer.
- C. The AJCC partner agency agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed by law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities and other services as needed for employment or program support purposes

IX. One Stop System Customers

- A. The coalition of workforce partners operating within the AJCC sites in Solano County, in Vallejo and Fairfield provide individuals with job search assistance, and have workforce experts available to provide coaching, support, and resources to help individuals reach their employment goals. The AJCC system offers a variety of services to help individuals prepare for, obtain, and retain the job or career they want. Services are available to individuals both within the AJCC sites and at other locations throughout the area; whether at partner program service sites or community access points that connect the individual to the workforce development system.

The customers of the AJCC system include job seekers and incumbent workers facing layoff or seeking skills gains. Customers may use the system through the AJCC job center sites or throughout the County at physical and electronic access points that link them to service providers.

- B. Business/Employers

The Solano AJCC serves the needs of business by providing customized solutions; offering a platform of services to help each business reach its next level of success through talent recruitment, development, and retention. The small business ready to start-up or scale-up can receive assistance from qualified business advisors. Talent and general business solutions are tailored to the needs of the business; multiple agencies and programs work together to meet the local business needs.

X. Partner Agency Insurance Requirements

- A. Without limiting partner agencies obligation to indemnify the WDB, partner agencies must procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work under this MOU and the results of that work by the partner agencies, their agents, representatives or employees.
 - 1. Commercial general liability insurance for all activities of the partner agencies and its subcontractors arising out of or in connection with this MOU, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million

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- dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate;
2. Automobile liability insurance covering bodily injury and property damage for all activities of the partner agencies arising out of or in connection with this MOU, including coverage for hired and non-owned vehicles, in an amount no less than one million (\$1,000,000) per accident for bodily injury and property damage.
 3. As required by the Labor code of the State of California, Worker's Compensation insurance, for partner agencies and employees of partner agencies. All Worker's compensation policies shall be endorsed with the following specific language:
"This policy shall not be canceled or materially changed without first giving thirty (30 days prior notice to Workforce Development Board of Solano County in writing", and
 4. Partner agencies shall require all subcontractors providing services under this MOU to provide Worker's compensation insurance for all subcontractor employees.

If the partner agencies maintain higher limits than the minimums shown above the WDB is entitled to coverage for the higher limits by the partner agencies.

- B. The general liability and automobile liability policies must contain or be endorsed to contain the following provisions:
1. The WDB, its officers, officials, agents, employees and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the partner agencies; and with respect to liability arising out of work or operations performed by or on behalf of the partner agencies including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (GC 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to partner agencies insurance policy or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
 2. For any claims related to work performed under this Agreement partner agencies insurance coverage must be primary insurance with respect to the WDB, it's officers, officials, agents employees, and volunteers. Any insurance maintained by WDB, its officers, officials, agents, employees or volunteers is excess of partner agencies insurance and shall not contribute.
 3. Should any of the above described policies be cancelled prior to the policies expiration date, partner agencies agree that notice of cancellation will be delivered in accordance with the policy provisions.
- C. Waiver of Subrogation
1. Partner agencies agree to waive subrogation which any insurer of the partner agency may acquire by virtue of the payment of any loss. Partner agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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2. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB for all work performed by the partner agencies, its employees, agents and subcontractors.

D. Acceptability of Insures

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to WDB.

E. Verification of Coverage

1. Partner agencies must furnish WDB with original certificates and endorsements effecting coverage required by this MOU.
2. The endorsement should be on forms acceptable to the WDB.
3. WDB must receive and approve all certificates and endorsements within five (5) days of the execution of this MOU.
4. Failure to do so will not operate as a waiver to these insurance requirements.
5. WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

XI. Conflict of Interest

- A. Partnering agency represents that it or its employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including but not limited to other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work performed hereunder which conflicts with the rendering of services under this partner agency MOU. Partner agencies shall employ or retain no such person while rendering services under this partner agency MOU. Services rendered by the partner agencies associates or employees shall not relieve partner agencies from personal responsibility under this clause.
- B. Partner agencies have an affirmative duty to disclose to the WDB in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

XII. Inspection

Authorized representatives of the WDB, County, the State of California, and or federal governments may inspect and/or audit partner agencies performance, place of business and/or records pertaining to this partner agency MOU.

XIII. Assignment

Neither party of this partner agency MOU shall assign, transfer, delegate or sublet this MOU or any interest therein without the prior written consent of the other party. Any such assignment, transfer delegation or subletting without prior written consent shall be void.

XIV. Notice

Any notice necessary to the performance of this partner agency MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

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WDB

WDB of Solano County
President/Executive Director
500 Chadbourne Rd., Suite A
Fairfield, CA 94534

Partner Agency

Solano County Health and Social Services
Employment & Eligibility Services Deputy Director
275 Beck Avenue MS 5-150
Fairfield, CA 94534

XV. Covenant of Cooperation

The parties shall cooperate with deal each other in good faith, and assist each other in the performance of the provisions of this partner agency MOU.

XVI. Compliance with Law

- A. Partner agencies shall comply with all federal, state and local laws and regulations applicable to its performance of this Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of work.
- B. Partner agencies represent that it will comply with all applicable cost principles and administrative requirements including claims for payment or reimbursement by WDB as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this MOU.

XVII. Modification and Termination

This MOU may be modified only by a written amendment signed by the parties;

- A. This MOU constitutes the entire agreement between the AJCC Partners and the Workforce Development Board of Solano County and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties. The MOU shall be reviewed at a minimum every three years and updated if there are substantial changes. The systems costs and infrastructure shared costs budgets and methods shall be reviewed annually and updated if there are substantial changes.

For the purpose of revising individual partner agency services and cost information contained in this MOU; revisions to Attachments A, C, D, of this Partner Agency MOU may be made with the consent of both the individual partner agency and the WDB.

- B. If federal or state legislation is enacted after the execution of this MOU, and such legislation changed the WIOA statues and regulations that were in effect with this MOU was executed both parties agree to meet and confer to mutually agree on such changes as may be necessary to conform to law.
- C. If federal or state legislation is enacted after the execution of this MOU, and such legislation changed the WIOA statues and regulations that were in effect with this MOU was executed both parties agree to meet and confer to mutually agree on such changes as may be necessary to conform to law.

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- D. Time shall be of the essence in modifying this MOU to conform to subsequently-enacted legal requirements. Meet and confer shall commence within seven (7) days of any notice of change in legal requirements.
- E. This MOU may be terminated for cause by providing a 30-day notice of default and request to cure. If within those 30-days the default is not cured, the aggrieved party may terminate this MOU by sending a 15-day termination notice.

In the event it becomes necessary for a Partner to cease being a part of this MOU, said entity shall notify the WDB in writing, 30 days in advance of that intention and upon completion of any financial and operational commitments. In the event it becomes necessary for the WDB to require a Partner to cease being a part of this MOU, the WDB staff shall notify the Partner, in writing, 30 days in advance of that intention.

XVIII. Conflicts in the MOU

The MOU is intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the MOU, the WDB and the partner agencies agree to work together to resolve the apparent conflicts and amend this MOU accordingly to reflect the common understanding of the WDB and partner agencies.

XIX. Health and Safety Standards

The Partner agencies shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program.

XX. Health Insurance Portability and Accountability Act

Partner agency represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created or exchanged as a result of this MOU and shall abide by and implement its statutory requirements.

XXI. Effective Date and Term of the MOU

Both parties to this partner agency MOU agree that it shall be binding upon it's execution by each party.

The term of this MOU shall be from July 1, 2022 through June 30, 2025 unless otherwise modified.

XXII. Attachment to the "Master Agreement"

The Master MOU shall be incorporated by reference into this Partner Agency MOU as if set forth fully herein.

XXIII. Entire Memorandum of Understanding

This MOU, including Attachments A, C, D, of this Partner Agency MOU, and any other reference exhibits, constitute the entire partner agency MOU between the WDB and Partner

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Agencies and there are no inducements, promises, terms, conditions or obligations made or entered into by the WDB or Partner Agencies other than those contained in it.

XXIV. Dispute Resolution

In the event of any dispute, grievance or disagreement arising from or relating to this MOU, the parties shall first attempt to resolve them informally. Any party may request that the WDB Executive Director call a meeting of some or all parties to this MOU to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the WDB Executive Director who shall appoint an independent party to mediate and resolve the dispute, and issue a written recommendation.

XXV. Hold Harmless / Indemnification / Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney’s fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney’s fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XXVI. Multiple Originals; Counterparts

This agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

XXVII. Signatures

See attached signatures between the WDB and each Partner Agency; one agency per page.

By signing below each Partner Agency agrees;

----to contribute to the sharing of AJCC infrastructure costs

OR

----that when data are available to determine the AJCC benefit to non-colocated Partner Agencies, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

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**AMERICAS JOB CENTERS OF CALIFORNIA – SOLANO COUNTY
WIOA AJCC Partner Agency MOU**

Signature Page

By signing below, all Parties agree to the terms prescribed in the sharing of infrastructure costs.

Workforce Development Board of Solano County

Heather Henry
Printed Name

President/Executive Director
Title

Signature

Date

Agency Name

Printed Name

Title

Signature

Date

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AMERICAS JOB CENTERS OF CALIFORNIA – SOLANO COUNTY
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Signature Page:

Partner Agencies Sharing Infrastructure Costs When Proportionate Share Data Are Available

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated Partner Agencies who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-colocated Partner Agencies, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

Workforce Development Board of Solano County

Heather Henry
Printed Name

President/Executive Director

Title

Heather Henry

Signature

8/25/2022

Date

Solano County

Bill Emlen

Printed Name

County Administrator

Title

Bill Emlen

Signature

8/25/2022

Date

APPROVED AS TO FORM

By Kimberley Glover
County Counsel