

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)**

Preamble / Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Local Board and the America's Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. Implementing the actions and agreements of this MOU will benefit participants by making it easier and often more cost effective, for individual partners to achieve goals. This is accomplished by streamlining processes, creating access to programs and resources, and making it possible for partners to improve and enhance services to clients and ultimately, share in successes.

Napa's one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides employment and training programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

1. Foster demand-driven skills attainment
2. Enable upward mobility
3. Align, coordinate, and integrate programs and services

The graphic in Attachment 1 illustrates the Workforce Board's intent to establish a highly leveraged career and training system that is accessible to all clients and will achieve the three policy objectives above.

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

Vision and Intent

Napa AJCC partners have a vision of a strong economy in which employers have an ample supply of skilled labor resources and residents have access to an abundance of quality jobs. To see this vision through, the partners will collectively implement a fully leveraged career and training center that meets the employment, education and training needs of our local residents and business community. The Center will offer the full breadth of Workforce Innovation and Opportunity Act (WIOA) services, Adult

Education, Wagner-Peyser, Veteran services, Vocational Rehabilitation, Career Technical Education services of the Community College, and several other partner services to assure a system that offers:

- **A resource rich career and training center aligned to the regional economy** – that empowers the individual with access to quality orientation, screening and staff assisted services.
- **Contextualized learning** – focused on curricula and instructional strategies that make work a central context for learning and helping students attain work readiness skills.
- **Industry recognized skills** – leading to the attainment of employer endorsed credentials that have value in the labor market.
- **Multiple entry and exit points** – enabling workers of varying education and skill levels to enter or advance in a specific sector or occupational field.
- **Intensive wraparound services** – incorporating academic and career counseling and wraparound support services (particularly at points of transition).
- **Stackable educational / training options** – that include secondary, adult and post-secondary education and training that is arranged or “chunked” in a non-duplicative progression of courses, clearly articulating one level of instruction to the next. This strategy provides opportunities to earn post-secondary credits and post-secondary credentials that have value in the labor market.
- **Designs for Working Learners** – to meet the needs of adults and non-traditional students who often need to combine work and study, providing child care services and accommodating work schedules with flexible and non-semester-based scheduling, alternative class times and locations, and innovative uses of technology
- **Earn while you Learn** – allowing students to earn money while also completing their training plan (i.e. apprenticeship model)

Parties to the MOU

Required partners include local / regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker (Napa County Health and Human Services Agency)
- WIOA Title I Youth (Napa County Health and Human Services Agency)
- WIOA Title II Adult Education and Literacy (Napa Valley Adult Education)
- WIOA Title III Wagner-Peyser (Employment Development Department)
- WIOA Title IV Vocational Rehabilitation (Department of Rehabilitation)
- Carl Perkins Career Technical Education (Napa Valley College)
- Title V Older Americans Act (SER-Jobs For Progress, Inc.)
- Migrant Seasonal Farmworkers – Section 167 (California Human Development)
- Veterans (Employment Development Department)
- Trade Adjustment Assistance Act (Employment Development Department)
- Community Services Block Grant (California Human Development)
- Unemployment Insurance (Employment Development Department)
- Temporary Assistance for Needy Families / CalWORKs (Napa County Health and Human Services Agency)

AJCC System and Services

The AJCC system and services represent an employment service delivery system that is partnership based and leveraged. In accordance with WIOA and the California State Unified Plan, the system will be braided together to further each partner organizational objectives. Each party to this MOU understands that while every agency cannot carry out every aspect of the AJCC system and services described under this section, the partners, by working together will be able to offer a comprehensive AJCC system to the Napa County community. The specific services that each partner can provide are noted in Attachment 2, partnership matrix.

The WIOA formula programs, in coordination with the Wagner-Peyser (WP) Employment Service (ES), are pivotal pieces of the one-stop delivery system, which is the foundation of the workforce system. The system provides universal access to career services to meet the diverse needs of the workers. All WIOA funded programs are required partners in the one-stop delivery system. WIOA provides for a workforce system that is universally accessible, and customer centered. Training should be demand-driven. Training is supported through a robust Eligible Training Provider List (ETPL), comprised of entities with a proven capability of securing quality employment outcomes for participants. WIOA also provides enhanced access and flexibility for work-based training options, such as Registered Apprenticeship (RA), on-the-job training, customized training, and incumbent worker training.

In accordance with WIOA, the Napa Partners agree, and shall provide as applicable to each partner's funding and regulations, the following services: (See Attachment 3 for graphical illustration of career, individualized and training services).

CAREER SERVICES. WIOA authorizes "career services" for workers, rather than "core" and "intensive" services. There are three types of "career services": *basic career services, individualized career services, and follow-up services*. These services can be provided in any order; there is no sequence requirement for these services.

Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer.

The three categories of career services are defined as follows:

Basic Career Services – Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;

- Labor exchange services, including –
 - Provisions of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and,
 - Provisions of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including –
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed; and
 - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information about how the local area is performing on local performance accountability measures, as well as and additional performance information relating to the area’s one-stop delivery system;
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State’s Medicaid program and Children’s Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD)¹; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA, and
- Provision of Claim Filing Assistance and Information, including meaningful assistance, defined as:
 - Provision of in-person guidance to individuals, including individuals identified as having barriers, in filing an UI claim through the various methods, with priority given to utilizing the eApply4UI or UI OnlineSM applications; or
 - Direct customers to the UI PSP direct line to speak with a UI PSP Single Point of Contact (SPOC) when a determination is made that the AJCC staff are unable to provide meaningful assistance to file a UI claim because:
 - In-person attempts to assist the individual have been exhausted, or
 - The customer is considered irate or disruptive.

Individualized Career Services

If one-stop center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include –
 - ✓ Diagnostic testing and use of other assessment tools; and
 - ✓ In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services

Follow up services must be provided as appropriate, for up to 12 months after the first day of employment, for participants who are placed in unsubsidized employment.. Counseling about the work place is an appropriate type of follow-up service. *Follow-up services do not extend the date of exit in performance reporting.*

TRAINING SERVICES

Training services can be critical to the employment success of many workers. There is no sequence of service requirement for “career services” and training. This means that the State Workforce Agency (SWA) or one-stop center staff may determine training is appropriate regardless of whether the individual has received basic or individualized career services first. Under WIOA, training services may be provided if the SWA or one-stop center staff determine, after an interview, evaluation or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is in need training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and

- Has the skills and qualifications to successfully participate in the selected program of training services.

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract. Training services must be linked to in-demand employment opportunities in the planning region or in a geographic area in which the worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance (See WIOA section 134(c)(3)).

Responsibility of AJCC Partners

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

- Continuous partnership building.
- Continuous planning in response to state and federal requirements.
- Responsiveness to local and economic conditions, including employer needs.
- Adherence to common data collection and reporting needs.

Additionally, all partners agree to:

- Make the service(s) applicable to the partner program available to customers through the one-stop delivery system.
- Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

Funding of Services and Operating Costs

Parties agree to share in the operating costs of the AJCC System, either in cash or through in-kind services. The cost of services, operating costs, and infrastructure costs of the system will be funded by all AJCC Partners through a separately negotiated Infrastructure Funding Agreement (IFA) and Other Shared System Costs Budget, Attachment 4.

The Napa AJCC Partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time and the methodology used in determining the shared costs are reflected in the attached IFA and Other System Costs Budget. The IFA and Other System Costs Budget will be annually updated if any significant changes occur that requires an update to any relevant component of the MOU.

Methods for Referring Customers

Parties to this MOU shall develop jointly and mutually implement processes acceptable to all for common intake and referral. Such processes will be highlighted in one stop policy and procedures. Parties agree to cross-train staff on the services of each participating AJCC Partner programs and the spectrum of related services available through respective agencies. All parties to this agreement shall

adopt a mutually acceptable referral process and form(s). They shall commit to evaluate this process and modify it to changing requirements for day-to-day needs for improvement.

Partners agree that components of the process will include:

- Ensuring that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensuring that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
- Descriptions of how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
- Descriptions of how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

Access for Individuals with Barriers to Employment

The AJCC system will ensure access for individuals with barriers to employment. As such the ACJJ partners will incorporate the following into their operational policies and procedures:

- A definition of the term “individuals with barriers to employment.”
- A commitment to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- An attached “system map” that identifies the location of every comprehensive and affiliate AJCC within the Local Area.
- Ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

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

To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institution Code, California Education Code, Rehabilitation Act, Adult Education Block Grant, and any other appropriate statutes or requirements.
- The principles of common reporting shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.

- 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 the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or 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 or is otherwise required by law.
- The AJCC partner 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 under law and regulations. 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.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass, or allow harassment against any AJCC applicant due to race, color, religion, sex (including pregnancy, childbirth, breastfeeding or related medical conditions, transgender status, and gender identity), national origin (including Limited English Proficiency), age, physical disability, mental disability, medical condition, marital status, military and veteran status, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in the WIOA Title I financially assisted program or activity. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Americans with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties, but no earlier than July 1, 2019. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties 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.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improved services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision / Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its

staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

No person participating in the AJCC's shall be deemed WANB, employees for any purpose, including workers' compensation and employee benefits. Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Release and Communications

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals originating at the AJCC.

Marketing and Signage

All marketing of the AJCC shall reinforce to the community that agencies that many levels are working together to provide comprehensive, effective services. Whenever possible, partners shall be listed in order to reassure each partner's customers that they are being brought into a larger set of services, as opposed to being asked to change from their usual service provider to a different one. When appropriate, marketing shall address the identity of all partners and/or the partnership and not single out any one as a competitor for public attention whenever possible. This does not, however, prohibit agency specific marketing. The goal of AJCC marketing shall be to support seamless service delivery, with full recognition of partner agencies.

At a minimum, marketing and signage shall address the marketing goals of the AJCC. When it is not practical or possible to accommodate all Partners' names and logos in marketing tools, use of a partnership statement, such as "The Napa AJCC is operated by a partnership of local and state agencies," shall be included. The AJCC shall have an exterior sign that is distinctive to the partnership as

a whole, but also identifies each respective partner. All marketing and signage shall comply with State and Federal directives concerning AJCC branding.

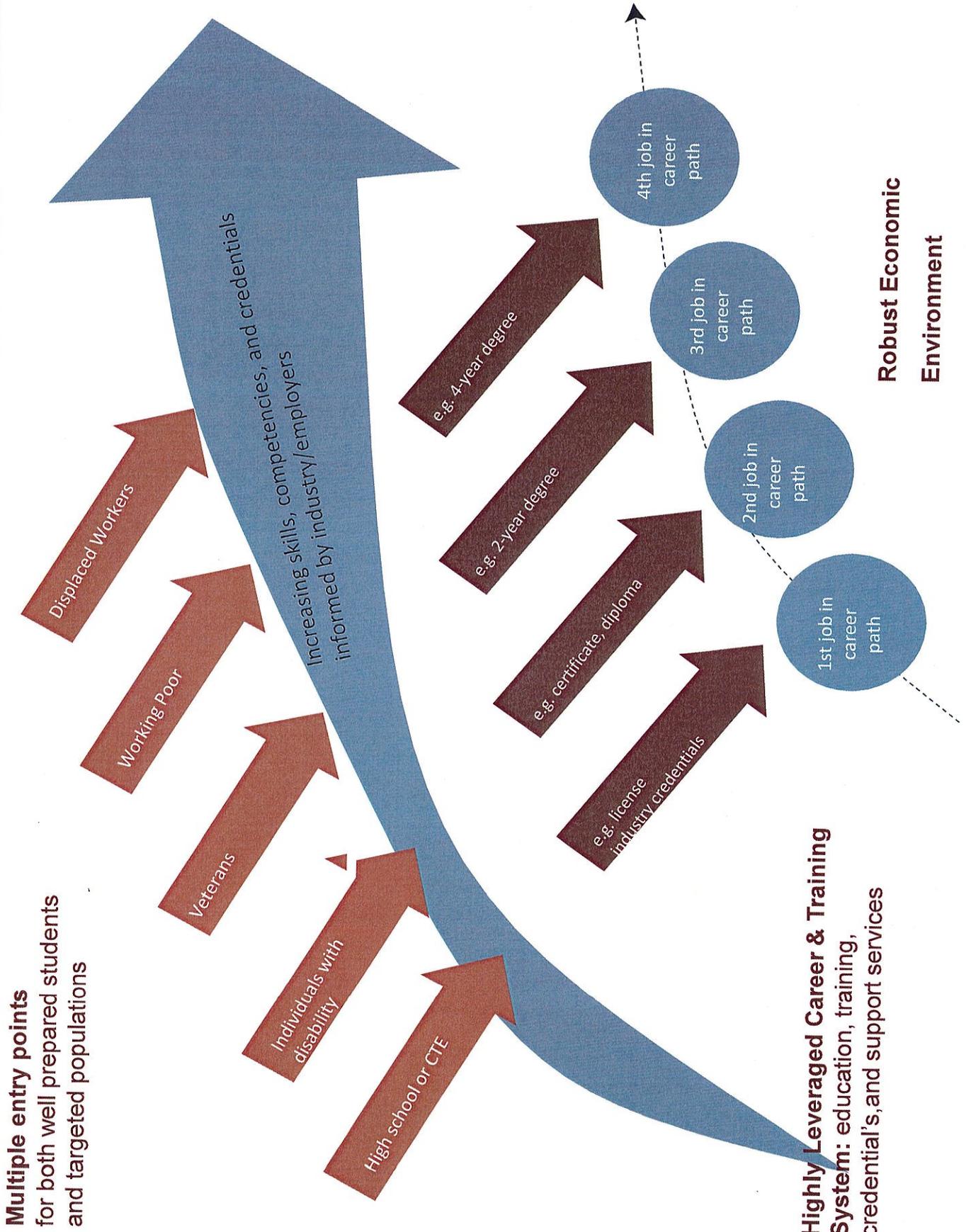
Hold Harmless / Indemnification / Liability

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 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 attorneys' 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.

Attachments

- Attachment 1 – Workforce Alliance of the North Bay Regional Workforce Development Board, Leveraged Career and Training System Graphic
- Attachment 2 – Napa AJCC Partnership Matrix
- Attachment 3 – Graphical Illustration of Career, Individualized and Training Services
- Attachment 4 – Infrastructure Funding Agreement and Other Shared System Costs Budget
- Attachment 5 – MOU Signature Pages

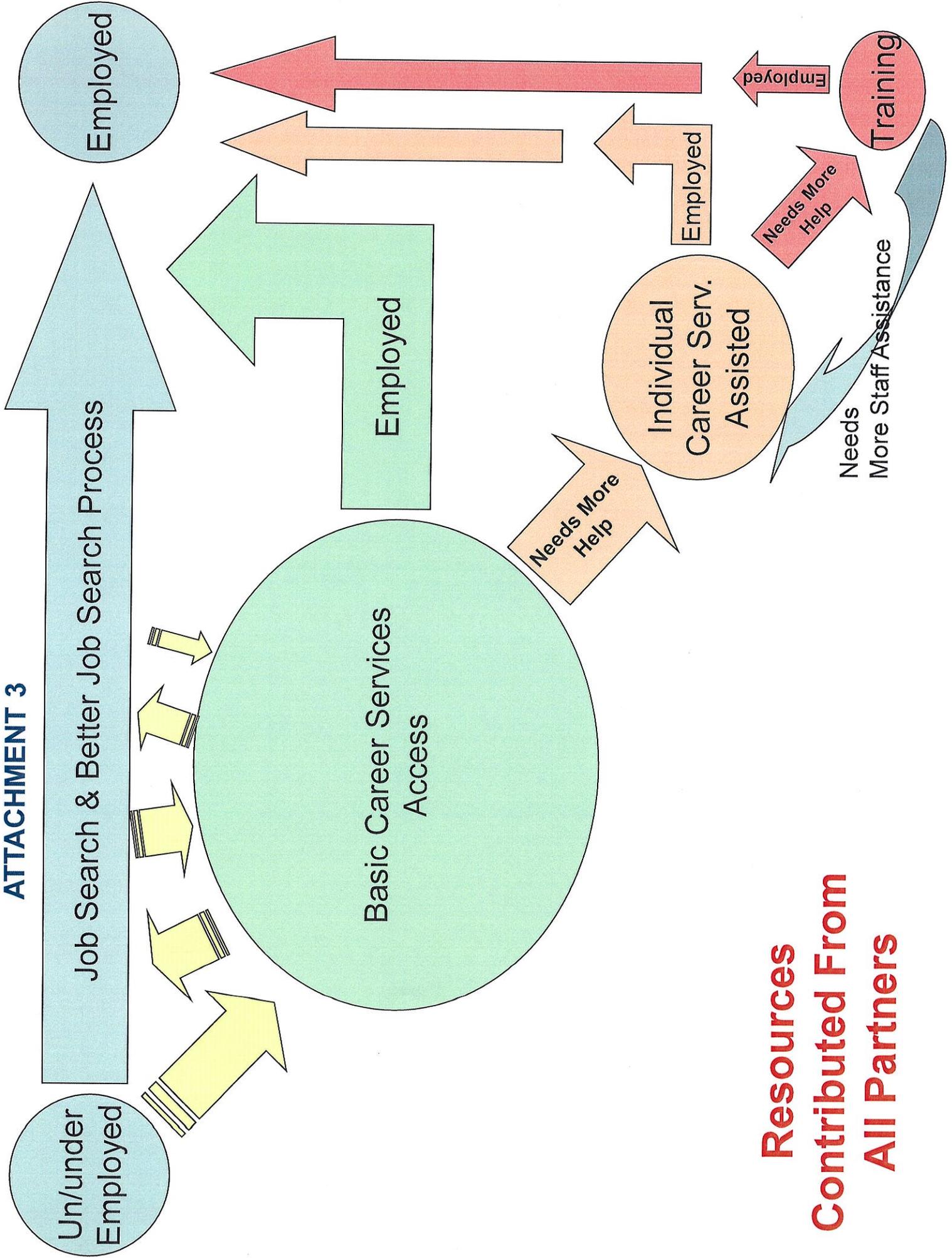
Multiple entry points
for both well prepared students
and targeted populations



Highly Leveraged Career & Training System: education, training, credential's, and support services

Robust Economic Environment

ATTACHMENT 3



**Resources
Contributed From
All Partners**

CareerPoint Napa
America's Job and Career Center of California Partners
Workforce Innovation and Opportunity Act
Infrastructure Funding Agreement and Other System Costs Budget

Table of Contents

1. Process and Development	Page 3-5
2. Sharing Infrastructure Costs	Page 6
Chosen Options: Each AJCC / Network of AJCCs	Page 6
AJCC(s) / Colocated Partners	Page 7
AJCC Infrastructure Budget	Page 8
Infrastructure Cost Allocation Methodology	Page 9
Third-Party In-Kind Contributions to Support the AJCC as a Whole	Page 10
Initial Proportionate Share Allocated to Each Colocated Partner	Page 11
Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs	Page 12
Signature Page: Non-Colocated Partners Sharing AJCC Infrastructure Costs When Benefit Data are Available	Page 13

3. Sharing Other One-Stop System Costs	Page 14
AJCC Partners Sharing Other One-Stop System Costs	Page 14
Career Services Applicable to Each AJCC Partner	Attachment 2
Required Consolidated Budget for the Delivery of Applicable Career Services	Page 15
Options for Local Agreement for AJCC Partners to Share Other System Costs	Page 16
Signature page	Page 17

Process and Development

Local Workforce Development Area (Local Area): Napa County Workforce Development Area

Date Submitted: July 1, 2019

1. The period of time this agreement is effective: This agreement will be effective on July 1, 2019 and will remain valid through June 30, 2022 unless extended by mutual agreement to all parties of this MOU.
2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.

CEO/s: *Workforce Alliance of the North Bay (WANB) Governing Board*

Local Board/s: *WANB Regional Workforce Development Board*

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):

*Napa County Health and Human Services, CalWORKs/CalFresh Employment & Training (CFET)
Napa County Health and Human Services, Workforce Innovation and Opportunity Act (WIOA)
California Human Development Corporation (CHDC)
Employment Development Department, Workforce Services*

AJCC Partners Participating in the Shared Other System Costs Agreement:

*Department of Rehabilitation
Napa Valley Adult Education
Napa Valley College
Employment Development Department, Unemployment Insurance
SER, Jobs for Progress*

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

AJCC partners continue to meet regularly and are providing comprehensive services at the CareerPoint Napa location. The partners have successfully negotiated a methodology for cost sharing which has been agreed upon by all members.

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

CareerPoint Napa AJCC partner staff meet every other month to discuss the AJCC and its overall function. These meetings will be used to gather any partner concerns regarding the MOU which can then be escalated to the One-Stop Operator (OSO) for the CareerPoint Napa AJCC. If the partners concerns cannot be addressed through these meetings and an alteration of the MOU is determined to be necessary, all partners will be called to a special negotiation meeting to discuss modification of the MOU.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

This MOU may be modified, altered, or revised, as necessary, by mutual consent of the Partners, by the issuance of a written amendment, signed and dated by the Partners. The infrastructure budget will be reviewed annually by the Careerpoint Napa OSO, as required, but modification will only be proposed if a determination is made upon completion of the annual review that the cost sharing arrangements are no longer sufficient.

Assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

This item is addressed on signature pages (Attachment 5).

Signatures of authorized representative(s) of the Local Board, the CEO, and all AJCC partners.

This item is addressed on signature pages (Attachment 5).

Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

MOU Content Requirements:

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:

- Option 1: Develop a separate budget for each AJCC.
- Option 2: Develop a consolidated system-wide budget for its network of AJCCs.
- Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the “financing” of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

- X Option 1: A separate budget for each AJCC.
- _____ Option 2: A consolidated system-wide budget for the network of AJCCs
- _____ Option 3: A mixture of separate and consolidated budgets for the Local Area’s AJCCs.

AJCC(s) and Colocated Partners

- Include all AJCCs Identified in the MOU
 - Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

AJCC #1

Name/Address of the AJCC:

CareerPointNapa
2751 Napa Valley Corporate Drive, Bldg A
Napa, CA 94559

Type of AJCC: Comprehensive

Partners Colocated at This AJCC:

Napa County Health and Human Services, CalWORKs and CalFresh Employment and Training (CFET)
Napa County Health and Human Services, Workforce Innovative and Opportunity Act (WIOA)
California Human Development Corporation
Employment Development Department, Workforce Services

AJCC Infrastructure Budget		
___X_ Each AJCC (CareerPoint Napa)		
___ Network of AJCCs		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities		\$0
	Rental Costs Subtotal:	\$0
Utilities and Maintenance		
Utilities and Maintenance of Facility		\$ 50,602
	Utilities and Maintenance Costs Subtotal:	\$ 50,602
Equipment		
Assistive technology for individuals with disabilities (Access and Accommodation)		\$ 524
Computers/IT		\$ 8,801
	Equipment Costs Subtotal:	\$ 9,325

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$ 0
Subtotal: Utilities and Maintenance Costs	\$ 50,602
Subtotal: Equipment Costs	\$ 9,325
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$ 59,927

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and collocated partners must agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following:

Be consistent with federal laws authorizing each partner's program

Comply with federal cost principles in the Uniform Guidance.

Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.

Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

Infrastructure Cost Allocation Methodology

Identify the chosen and agreed upon cost allocation methodology:

The agreed upon methodology for cost allocation is the proportion of a partner program's dedicated (full-time) occupancy percentage of the AJCC (square footage).

Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly.

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole

Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent	\$0	N/A	\$0	\$0
Utilities/Maintenance	\$ 50, 927	N/A	\$0	\$ 50,927
Equipment	\$ 9,325	N/A	\$0	\$ 9,325
Access Technology	\$0	N/A	\$0	\$0
Common Identifier	\$0	N/A	\$0	\$0
Total Infrastructure Balance to Be Allocated to Colocated Partners:				\$ 59,927

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners						
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind	
Partner 1: CaWORKS/CFET	\$59,927	27.245 %	\$16,327	\$16,327	\$0	
Partner 2: WIOA	\$59,927	23.713 %	\$14,210	\$14,210	\$0	
Partner 3: CHDC	\$59,927	28.083 %	\$16,829	\$16,829	\$0	
Partner 4: EDD	\$59,927	20.959 %	\$12,560	\$12,560	\$0	

Signature Page: Colocated Partners Sharing AJCC Infrastructure Costs

The CEO, the Local Board Chairperson, and all colocated AJCC partners included in the sharing of infrastructure costs must sign.

By signing below, all parties agree to the terms prescribed in the IFA.

All Signatures were collected by separate signature sheets for each provider and the signature pages are attached to this MOU.

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

MOU Content Requirement:

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the MOU must include an assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

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

All Signatures were collected by separate signature sheets for each provider and the signature pages are attached to this MOU.

Sharing Other One-Stop System Costs

MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all partners must share in other system costs, including applicable career services.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Title I Adult, Dislocated Worker, and Youth | <input checked="" type="checkbox"/> Title V Older Americans Act | <input checked="" type="checkbox"/> Trade Adjustment Assistance Act |
| <input type="checkbox"/> Title II Adult Education and Literacy | <input type="checkbox"/> Job Corps | <input type="checkbox"/> Community Services Block Grant |
| <input type="checkbox"/> Title III Wagner-Peyser | <input type="checkbox"/> Native American Programs | <input type="checkbox"/> Housing and Urban Development |
| <input checked="" type="checkbox"/> Title IV Vocational Rehabilitation | <input checked="" type="checkbox"/> Migrant Seasonal Farmworkers | <input checked="" type="checkbox"/> Unemployment Compensation |
| <input type="checkbox"/> Carl Perkins Career Technical Education | <input checked="" type="checkbox"/> Veterans | <input type="checkbox"/> Second Chance |
| <input checked="" type="checkbox"/> TANF/CalWORKS | <input type="checkbox"/> YouthBuild | <input type="checkbox"/> Other: |

Summary of Career Services Applicable to Each One-Stop Delivery System Partner:
Attachment 2 – Napa AJCC Partnership Matrix

Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult (HSA- WIOA)	T-I DW (HSA- WIOA)	T-I Youth (HSA- WIOA)	T-II AEL (Ad Ed)	T-III WP (EDD)	T-IV VR (DOR)	TANF (HSA -CW)	
Basic Career Services:	\$ 60,248	\$ 41,046	\$ 52,932	\$ 26,647	\$ 96,186	\$ 658,338	\$ 830,502	
Individual Career Services:	\$ 140,578	\$ 66,969	\$ 52,933	\$ 12,000	\$ 16,974	\$ 2,633,352	\$ 830,503	
Applicable Career Services	Tech Ed (CP-NVC)	T-V OAA	Job Corps	Native Am	MSF (CHDC)	YouthBuild	TAA (EDD)	
Basic Career Services:	\$ 164,265	\$ 15,264	N/A	N/A	\$ 56,645	N/A	\$ 5,176	
Individual Career Services:	\$ 203,073	\$ 7,632	N/A	N/A	\$ 36,961	N/A	\$ 914	
Applicable Career Services	CSBG	HUD	UI (EDD)	Second Chance	Veterans (EDD)			
Basic Career Services:	N/A	N/A	\$ 2,786	N/A	\$ 51,956			
Individual Career Services:	N/A	N/A	\$ 0	N/A	\$ 9,168			
Basic Career Services:								
Individual Career Services:								
Consolidated System Budget:							\$ 6,073,048	

Partner Agreement to Share Other One-Stop System Costs

The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions.

As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions

All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs.

Options for Local Agreement for Partners to Share Other System Costs

Napa has made no Optional Cost Sharing Agreements

Co-Located Partner Signature

The CEO, the Local Board Chairperson, and all co-located AJCC partners included in the sharing of infrastructure costs and other system costs must sign.

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement (IFA).

By signing below, the parties also agree to the terms prescribed in the sharing of other One-Stop system costs.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Workforce Alliance of the North Bay

Dated: _____, 2019 By: _____
Damon Connolly, President
Workforce Alliance of the North Bay (WANB)

NAPA COUNTY, a political subdivision of the State of California

Dated: August 20, 2019 By: _____
Ryan Gregory, Chair
Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: [Signature]

Date: 8.19.19

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

By: [Signature]
Denise Clark of the Board

Date: 8/20/2019

ATTEST: JOSE LUIS VALDEZ
Napa County Clerk of the Board of Supervisors
By: [Signature]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)

Signature Page

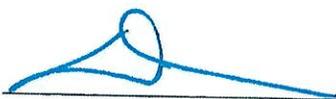
The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: 6/12/19

Signature:  _____

Printed Name: David Wayte

Title: Regional Director

Agency: Department of Rehabilitation

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)

Signature Page

The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: June 14, 2019

Signature: *Emilia Bartolomeu*

Printed Name: Emilia Bartolomeu

Title: Deputy Division Chief, Northern Workforce Services Division

Agency: Employment Development Department

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)

Signature Page

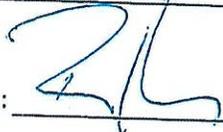
The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: 6/15/19

Signature: 

Printed Name: Rick Jordan

Title: Principal

Agency: Napa Valley Adult Education

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)**

Signature Page

The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: 6/19/2019

Signature: 

Printed Name: Anita Maldonado, Ph.D.

Title: Chief Executive Officer

Agency: California Human Development

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)**

Signature Page

The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: June 12, 2019

Signature: _____

Printed Name: Frances Trujillo

Title: SCSEP Coordinator

Agency: SER, Jobs For Progress, Inc./NAPCA

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)**

Signature Page

The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: 6/24/19

Signature: Ana Rendon

Printed Name: Ana Rendon

Title: Employment Development Administrator

Agency: Employment Development Department

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS (NAPA)

Signature Page

The CEO, the Local Board Chairperson, and all Napa AJCC partners, regardless of colocation status, must sign the MOU.

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA) and Other Systems Costs Budget.

All parties agree that when data is available to determine the AJCC benefit to non-located partners the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions. At that time, AJCC partners have the option to renegotiate their level of participation up to and including ceasing participation at a level that has a cost to their agency.

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Dated: 07/11/19

Signature: Robert W. Parker

Printed Name: Robert W. Parker

Title: Assistant Superintendent/Vice President, Administrative Services

Agency: Napa Valley College