

BOARD OF SUPERVISORS
Yolo County, California

To: HHSA ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 22-73 Item No. 38, of the Board of Supervisors' meeting of June 28, 2022.

MOTION: Saylor. SECOND: Villegas. AYES: Villegas, Saylor, Barajas. ABSENT: Sandy, Provenza.

38.

Approve the Yolo County Workforce Innovation Board overseeing the Yolo County Workforce Development Area to enter into Memorandum of Understandings (MOUs) with America's Job Center of California (AJCC) partners for the purpose of meeting Workforce Innovation and Opportunity Act (WIOA) requirements to establish agreements concerning the operations of the AJCC delivery system for the period of July 1, 2022 through June 30, 2026. (No general fund impact) (Sullivan)

Took the following action on Consent:

- A. Approved the Yolo County Workforce Innovation Board overseeing the Yolo County Workforce Development Area to enter into Memorandum of Understandings (MOUs), **Agreement Nos. 22-148 thru 22-158**, with America's Job Center of California (AJCC) partners for the purpose of meeting Workforce Innovation and Opportunity Act (WIOA) requirements to establish agreements concerning the operations of the AJCC delivery system for the period of July 1, 2022 through June 30, 2026; and
- B. Approved and authorized the Chair of the Board to sign resulting MOUs.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services # 38. Service Centers

Board of Supervisors

Meeting Date: 06/28/2022

Brief Title: MOUs with America's Job Centers of California Partners

From: Nolan Sullivan, Interim Director, Health and Human Services Agency

Staff Contact: Tanya Provencher, Service Center Deputy Branch Director, Health and Human Services Agency, x2707

Subject

Approve the Yolo County Workforce Innovation Board overseeing the Yolo County Workforce Development Area to enter into Memorandum of Understandings (MOUs) with America's Job Center of California (AJCC) partners for the purpose of meeting Workforce Innovation and Opportunity Act (WIOA) requirements to establish agreements concerning the operations of the AJCC delivery system for the period of July 1, 2022 through June 30, 2026. (No general fund impact) (Sullivan)

Recommended Action

- A. Approve the Yolo County Workforce Innovation Board overseeing the Yolo County Workforce Development Area to enter into Memorandum of Understandings (MOUs) with America's Job Center of California (AJCC) partners for the purpose of meeting Workforce Innovation and Opportunity Act (WIOA) requirements to establish agreements concerning the operations of the AJCC delivery system for the period of July 1, 2022 through June 30, 2026; and
- B. Approve and authorize the Chair of the Board to sign resulting MOUs.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

The Workforce Innovation and Opportunities Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Yolo County Workforce Development Area and the America's Job Center of California (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The AJCC is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes fostering demand-driven skills' attainment; enabling upward mobility for all Californians; and aligning, coordinating and integrating programs and services.

The current MOUs with AJCC partners are set to expire on June 30, 2022.

This Board item is requesting approval for the Yolo County Workforce Development Area to enter into new MOUs with AJCC partners that will meet WIOA's requirement. A draft template of the new MOU is attached here as Att. A. Draft MOU. Approval of this request will allow the continuation of a cooperative working relationship between the parties and ensure the framework for providing services to employers, employees, job seekers and others needing workforce services continues and provide

flexibility as we collaborate with the AJCC partners and their administrative processes.

The AJCC partners that will be entering into MOUs once each MOU is approved as to form by County Counsel are as follows:

- Yolo County Health and Human Services Agency (HHSA)
- Woodland Adult Education
- West Sacramento Adult Education
- Employment Development Department (EDD)
- Department of Rehabilitation
- Yolo County Office of Education (YCOE)
- California Indian Manpower Consortium, Inc.
- California Human Development
- Yolo County Housing
- Sacramento City Community College
- Woodland Community College

Performance Measures included in this Agreement are as follows:

Performance Measures are not associated with this Agreement.

Collaborations (including Board advisory groups and external partner agencies)

Workforce Innovation Board (WIB) and partner agencies.

County Counsel will be consulted to approve each resulting MOU as to form.

Competitive Bid Process/Vendor Performance

Not applicable to non-financial MOUs

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action

Amount budgeted for expenditure

Additional expenditure authority needed \$0

On-going commitment (annual cost)

Source of Funds for this Expenditure

Not applicable \$0

Further explanation as needed

These are non-financial MOUs.

Attachments

Att. A. AJCC MOU Template

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	06/16/2022 02:01 PM
Financial Services	Tom Haynes	06/17/2022 11:16 AM
County Counsel	Hope Welton	06/17/2022 11:19 AM
Madison York	Madison York	06/17/2022 12:52 PM
Elisa Sabatini	Elisa Sabatini	06/17/2022 02:37 PM
Form Started By: Emily Covey		Started On: 06/02/2022 10:37 AM

**Workforce and Innovation and Opportunity Act
Memorandum of Understanding for the
Yolo County Workforce Development Area
(BOS Agreement No. -)**

This Memorandum of Understanding (WIB MOU XXXX) is entered into by and between the County of Yolo, a political subdivision of the State of California (“County”), for the benefit of the Yolo County Workforce Innovation Board (“WIB”), and Partner Name (“Partner”), which administers the Name of Program, jointly referred to as “the Parties,” who agree as follow:

I. Preamble/Purpose of MOU

- A. The Workforce Innovation and Opportunity Act (WIOA) requires that a 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.
- B. California’s one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides 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 for all Californians
 - 3. Align, coordinate, and integrate programs and services
- C. 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:
 - 1. Looking to find a job.
 - 2. Building basic educational or occupational skills.
 - 3. Earning a postsecondary certificate or degree.
 - 4. Obtaining guidance on how to make career choices.
 - 5. Seeking to identify and hire skilled workers.

II. Local/Regional Vision Statement, Mission Statement, and Goals

The Yolo County Workforce Development Area Vision and Mission align with the State’s plan and policy objectives.

Vision: Yolo County is a place where existing and new businesses have their employment needs met by a trained and motivated workforce and where residents have the opportunity for a fulfilling and sustainable career.

Mission: The Workforce Innovation Board (WIB) is a partnership of business, labor, education, non-profit, government and community leaders working together to anticipate business needs and facilitate training, educational and career path opportunities which fulfill both employer and job seeker’s needs.

III. Effective Dates and Term of MOU

The term of this MOU shall commence on the date of execution by all parties and end on June 30, 2025. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

IV. Entire MOU

The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Cost/Resource Sharing Agreement
- Exhibit B – WIOA Yolo County MOU Partners
- Exhibit C – WIOA Yolo County MOU Partner Resource Mapping
- Exhibit D – WIOA Yolo County MOU Partner Referral Form

The Parties shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this MOU (including exhibits and attachments), the provision that requires the highest level of performance from the Partner for the County's benefit shall prevail.

V. Funding of Services and Operating Costs

All parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services/resources. The cost of services, operating costs, and infrastructure costs of the system will be funded by all AJCC partners through a cost/resource sharing agreement based on an equitable and agreed upon formula or plan.

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 will be reflected in a separate Cost/Resource Sharing Agreement.

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

See Exhibit A: Cost/Resource Sharing Agreement.

VI. 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.

VII. Termination

The Parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve 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 a part of this this MOU, said entity may terminate this MOU by providing 30 days' advance written notice of termination to the other parties.

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VIII. Parties to the MOU

Required partners include local representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act*
- Job Corps *
- Native American Programs (WIOA Section 166)
- Migrant Seasonal Farmworkers (WIOA Section 167)
- Veterans
- Youth Build *
- Trade Adjustment Assistance Act
- Community Services Block Grant*
- Housing & Urban Development
- Unemployment Insurance
- Second Chance *
- Temporary Assistance for Needy Families/CalWORKs

** Local representatives have not been identified*

See Exhibit B: WIOA Yolo County MOU Partner Listing for each partner entity, name of representative(s) and contact information. Any change to the Partner Listing can be made by providing written notice to the other party and will not require an amendment.

IX. One-Stop System, Services

The Yolo County Workforce Development Area's One-Stop System is a network of One-Stop Partners and Service Providers that coordinate and connect education, training, workforce development and related services to job seekers and businesses throughout the region.

See Attachment C: WIOA Yolo County MOU Resource Mapping.

X. Responsibility of AJCC Partners

The AJCC partners agree to:

- A.** 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.
 4. Adherence to common data collection and reporting needs.
- B.** Make the service(s) applicable to the partner program available to customers through the one-stop delivery system.
- C.** Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.

- D.** Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

XI. Methods for Referring Customers

Each partner agrees to mutually implement processes for the referral/connection of customers to services not provided on-site.

The referral/connection process will:

1. Ensure that intake and referral/connection processes are customer-centered and provided by staff trained in customer service.
2. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
3. Describe how customer referrals/connections are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
4. Describe how each AJCC partner will provide access to other AJCC partner staff and career services 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).

See Exhibit D: Yolo County MOU Partner Referral Form.

XII. Access for Individuals with Barriers to Employment

The AJCC system will ensure access for individuals with barriers to employment by offering priority for services to Yolo County residents who are: 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. Note: Veterans and eligible spouses continue to receive priority of service for all Department of Labor (DOL) funded programs among all participants.

Each AJCC partner agrees to ensure its 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.

XIII. Shared Technology and System Security

To the extent allowed by federal and state laws and regulations, the Parties agree to share data and technology as well to ensure that all data and systems are secure.

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:

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

and confidentiality requirements.

4. 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.
5. Develop technological enhancements that allow interfaces of common information needs, as appropriate.
6. Understand that system security provisions shall be agreed upon by all partners.

XIV. Supervision/Day to Day Operations

- A. The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The employer of staff assigned to the AJCCs will continue to set the priorities of and provide direction to 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 employer.
- B. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the employer. All staff will comply with the holiday schedule of their employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.
- C. 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.

XV. Non-Discrimination and Equal Opportunity

- A. The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to race, color, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity, sexual orientation), ancestry, religion, national origin (including limited English proficiency), veteran status, physical disability, mental disability, medical condition(s), age, political affiliation or belief, or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990, et. seq.) and related applicable regulations.
- B. The AJCC partner will 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 of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

XVI. 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.

XVII. 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.

XVIII. 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 Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

XIX. Confidentiality

The AJCC Partner agrees 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, and any other appropriate statute or requirement to assure the following:

1. 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.
2. 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.
3. 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 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.
4. 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.

XX. Applicable Laws

In the performance of the services specified by this MOU, each party shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws.

XXI. Conflict of Interest

All parties shall comply with applicable laws and regulations regarding conflicts of interest, including but not limited to California Government Code Sections 1090 et seq., Sections 87100 et seq., and the regulations promulgated by the California Fair Political Practices Commission.

XXII. Correspondence

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Partner and WIB at their respective addresses as follows:

Partner: NAME OF PARTNER
ADDRESS
ADDRESS
PROGRAM
ATTN

WIB Workforce Innovation Board
25 N. Cottonwood Street
Woodland, CA 95695
Contact: Elaine Lytle, Executive Director
Alternate: Lisa Vincent, Senior Administrative Services Analyst

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Partner: Contact: NAME & EMAIL
Alternate: NAME & EMAIL (if applicable)

WIB: Contact: Elaine Lytle – Elaine.lytle@yolocounty.org
Alternate: Lisa Vincent – Lisa.vincent@yolocounty.org

- C. Any party may change the designated representatives, address, or email address to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XXIII. License for Use

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

XXIV. Press Releases 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 may include letterhead, envelopes, business cards, any written correspondence and fax transmittals.

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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 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 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. Records Retention

All parties shall retain records pertinent to this MOU for a period of three years from the termination date of this MOU. If, at the end of three years, there is litigation or an audit involving those records, the partner will retain the records until the resolution of such litigation or audit.

XXVII. No Subcontracting/Assignment

Partner may not subcontract or assign its obligations pursuant to this MOU without the written consent of the WIB.

XXVIII. Waiver; Enforcement

The waiver by the WIB, County or any of their officers, agents or employees, or their failure to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this MOU, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this MOU.

Except where specifically stated otherwise in this document, the promises in this MOU benefit the Parties to this MOU only, they are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person that might be affected by the performance or non-performance of this MOU, and the Parties hereto do not intend to convey to any other person a “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXIX. Independent Contractor; Partnership Not Created

It is understood and agreed by all the Parties hereto that Partner is an independent contractor and that no relationship of employer-employee exists between the WIB, HHSA or the County and Partner or Partner’s employees. All employees located at One-Stop Centers shall remain under the supervision of their employing agency for the purposes of performance evaluation and all other employment related matters. All One-Stop partners will recognize applicable labor agreements, laws and regulations affecting employees located in the Centers.

This MOU also does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Sections 15000 et seq. The term’s “partner” and “partnership” in this MOU are used generically and are not intended to create or describe the legal relationship between the Parties to this MOU.

XXX. Authorized Representative

Each person executing this MOU on behalf of a Party affirmatively represents that he or she has the requisite legal authority to enter into this MOU on behalf of that Party and to bind that Party to the terms and conditions of this MOU. All signatories understand that all Parties, the WIB and the County are relying on these representations in entering into this MOU.

XXXI. Execution in Counterparts; Public Records Act

- A. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- B. Upon its execution, this MOU (including all attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- C. This MOU shall be governed by, and interpreted in accordance with, the laws of the federal government and the state of California.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the last date signed below herein by affixing their signatures hereafter.

ONE-STOP/AJCC PARTNER

COUNTY OF YOLO

By _____
NAME OF SIGNATORY, TITLE
PARTNER NAME

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY WORKFORCE INNOVATION BOARD

Nolan Sullivan, Interim Director
Health and Human Services Agency

By _____
Denice Domke, Chair

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

Date: _____

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By _____
Hope P. Welton, Senior Deputy

**EXHIBIT A
WORKFORCE INNOVATION AND OPPORTUNITY ACT
COST/RESOURCE SHARING AGREEMENT**

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A. PROCESS AND DEVELOPMENT

EXHIBIT A
WORKFORCE INNOVATION AND OPPORTUNITY ACT
COST/RESOURCE SHARING AGREEMENT

Local Workforce Development Area (Local Area): *Yolo County*

Date Submitted: *June 30, 2022*

1. This agreement shall commence on the date of execution by all parties and end on June 30, 2025.
2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements:
 - a. CEO: Yolo County Board of Supervisors (BOS)
 - b. Local Board: Workforce Innovation Board (WIB)
 - c. AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) for the Comprehensive One-Stop:
 - i. Yolo County Health and Human Services Agency (HHS) - WIOA Title I Programs
 - ii. HHS - TANF/CalWORKs-Welfare to Work
 - iii. State of California, Employment Development Department (EDD) – Wagner-Peyser
 - d. AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) for the Affiliate One-Stop:
 - i. HHS - WIOA Title I Programs
 - ii. HHS - TANF/CalWORKs-Welfare to Work
 - e. AJCC Partners Participating in the Shared Other System Costs Agreement:
 - i. HHS
 - ii. EDD
 - iii. Yolo County Office of Education (YCOE)
 - iv. Sacramento City College
 - v. Woodland Community College
 - vi. Yolo County Housing
 - vii. California Human Development
 - viii. Department of Rehabilitation
 - ix. Woodland Adult Education
 - x. Washington Unified School District
 - xi. California Indian Manpower Consortium, Inc.
3. [HHS prepared the MOU and related Exhibits based upon the guidance provided by the State through Workforce Services Directive 16-09, MOU Phase II Summit, and California Workforce Development Board technical assistance. In order to reach a consensus and maximize flexibility, HHS convened partner meetings, emailed updates, and when necessary negotiated with specific partners. The WIB reviewed the MOU and related Exhibits and recommended BOS approval of the MOU and related Exhibits.](#)
4. Partners agree to try to resolve or practice disputes during the MOU duration period when consensus cannot be reached at the lowest level. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner for discussion and resolution.
5. In order 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, HHS will convene and coordinate a review of this Resource Sharing Agreement, at least annually, jointly with all AJCC partners, and make revisions as needed.

**EXHIBIT A
WORKFORCE INNOVATION AND OPPORTUNITY ACT
COST/RESOURCE SHARING AGREEMENT**

B. SHARING INFRASTRUCTURE COSTS

- The WIB and AJCC partners have chosen to develop a consolidated system-wide budget for its network of comprehensive and affiliate AJCCs.

AJCC(s) and Colocated Partners:

Comprehensive AJCC

Yolo County Health and Human Services Agency
Service Centers Branch (Gonzales Building)
Employment Center
25 N. Cottonwood Street
Woodland, CA 95695

Partners Colocated at This AJCC:

HHS (WIOA Title I)
HHS (TANF-CalWORKs)
EDD (Wagner-Peyser)

Affiliate AJCC

Yolo County Health and Human Services Agency
Service Centers Branch
Employment Center
500-A Jefferson Boulevard
West Sacramento, CA 95605

Partners Colocated at This AJCC:

HHS (WIOA Title I)
HHS (TANF-CalWORKs)

2.

Yolo County Network of AJCCs Comprehensive AJCC (HHS Service Center/Employment Center/Woodland) and Affiliate AJCC (HHS Service Center/Employment Center/West Sacramento) AJCC Infrastructure Budget		
Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities:		
HHS - WIOA Title I	Comprehensive and Affiliate AJCCs	
HHS - TANF-CalWORKs		
EDD - Wagner-Peyser	Comprehensive AJCC	
Rental Costs Subtotal:		
Utilities and Maintenance		

**EXHIBIT A
WORKFORCE INNOVATION AND OPPORTUNITY ACT
COST/RESOURCE SHARING AGREEMENT**

Electric		Included in the rent based on applicable methodology
Gas		Included in the rent based on applicable methodology
Water		Included in the rent based on applicable methodology
Sewer Connections		Included in the rent based on applicable methodology
High-Speed Internet		Included in the rent based on applicable methodology
Telephones (Landlines)		Included in the rent based on applicable methodology
Facility Maintenance Contract		Included in the rent based on applicable methodology
Utilities and Maintenance Costs Subtotal:		\$0.00
Equipment		
Assessment-related products		Included in the rent based on applicable methodology
Assistive technology for individuals with disabilities (Access and Accommodation)		Included in the rent based on applicable methodology
Copiers		Included in the rent based on applicable methodology
Fax Machines		Included in the rent based on applicable methodology
Computers		Included in the rent based on applicable methodology
Other tangible equipment used to serve all center customers (not specific to an individual program partner)		Included in the rent based on applicable methodology
Equipment Costs Subtotal:		
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities		Included in the rent based on applicable methodology
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services		Included in the rent based on applicable methodology

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Technology to Facilitate Access Costs Subtotal:		\$0.00

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating New AJCC Signage		Included in the rent based on applicable methodology
Updating Templates and Materials		Included in the rent based on applicable methodology
Updating Electronic Resources		Included in the rent based on applicable methodology
Common Identifier Subtotal:		Included in the rent based on applicable methodology

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	
Subtotal: Utilities and Maintenance Costs	Included in the rent based on applicable methodology
Subtotal: Equipment Costs	Included in the rent based on applicable methodology
Subtotal: Technology to Facilitate Access Costs	Included in the rent based on applicable methodology
Subtotal: Common Identifier Costs	Included in the rent based on applicable methodology
TOTAL INFRASTRUCTURE COSTS FOR AJCC Network:	

3. The WIB and colocated partners agree to the following methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute.
 - a. The proportion of a partner program's occupancy percentage of the AJCC (square footage)
 - i. Space Use/Lease Permit: CDSS approved Indirect Cost Rate (ICR) applied to the total cost of square footage used; Yolo's approved ICR for PY 2016-17 is 20%
 - b. The proportion of partner program's staff among all staff at the AJCC:
 - i. #Full Time Equivalent (FTE) AJCC Partner Co-located Staff/#FTE HHS-A-Social Services Staff
 - c. Other:
 - i. California Department of Social Services (CDSS) County Expense Claim (CEC)
- 4.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent				Not Applicable
Utilities/Maintenance				Not Applicable
Equipment				Not Applicable

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Access Technology				Not Applicable
Common Identifier				Not Applicable
Total Infrastructure Balance to Be Allocated to Colocated Partners: Not Applicable				

5.

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infra-structure Costs (Annual Estimate)	Application of Methodology	Allocated Initial Share (Annual Estimate)	Amount: Cash	Amount: In-Kind
Partner 1: <i>HHSA (WIOA Title I) (Comprehensive and Affiliate)</i>		<i>#Full Time Equivalent (FTE) AJCC Partner Co-located Staff/#FTE HHSA-Social Services Staff</i>			Not Applicable
Partner 2: <i>HHSA (TANF-CalWORKs-Welfare to Work) (Comprehensive and Affiliate)</i>		<i>California Department of Social Services (CDSS) County Expense Claim (CEC)</i>			Not Applicable
Partner 3: <i>EDD (Wagner-Peyser) (Comprehensive)</i>		<i>Space Use/Lease Permit: CDSS approved Indirect Cost Rate (ICR) applied to the total cost of square footage used Note: Yolo's approved ICR for PY 2016-17 is 20%</i>			Not Applicable

C. MOU Component: Sharing Other One-Stop System Costs

1. The following One-Stop System Partners are included in the sharing of other One-Stop delivery system costs:
 - a. HHSA – Adult, Dislocated Worker, Youth (WIOA Title I)
 - b. HHSA – CalWORKs (TANF)
 - c. Woodland Adult Education (WIOA Title II)
 - d. Washington Unified School District (WIOA Title II)
 - e. EDD – Veterans, Trade Adjustment Assistance Act, and Wagner-Peyser (Veterans, TAA, WIOA Title III), Unemployment Insurance (UI)

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- f. Department of Rehabilitation (WIOA Title IV)
- g. Yolo County Office of Education (Career/Technical Education)
- h. Sac City College (Career/Technical Education)
- i. Woodland Community College (Career/Technical Education)
- j. California Indian Manpower Consortium (WIOA Section 166)
- k. California Human Development Corporation (WIOA Section 167)
- l. Yolo County Housing (Housing & Urban Development)

2.

Consolidated Budget for the Delivery of Applicable Career Services							
The other system costs budget is a consolidated budget for applicable career services. This budget includes 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. Other system costs include all costs, including personnel, related to the administration and delivery of services.							
Applicable Career Services	T-I Adult HHS	T-I DW HHS	T-I Youth HHS	T-II AEL Woodland	T-II AEL W. Sac	T-III WP EDD	T-IV VR DOR
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$172,154	\$76,099	\$180,479	\$196,728	\$6,968	\$582,043	\$407,019
Applicable Career Services	TANF/ CalWORKs HHS	Tech Ed YCOE	Tech Ed WCC	Tech Ed SCC	Native Am CIMC	MSF CHD	TAA EDD
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$1,815,098	\$68,142			\$14,325	\$51,710	\$0.00
Applicable Career Services	Housing YH	UI EDD					
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake,		\$0.00					

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Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$17,893						
Applicable Career Services	T-I Adult HHSA	T-I DW HHSA	T-I Youth HHSA	T-II AEL Woodland	T-II AEL W. Sac	T-III WP EDD	T-IV VR DOR
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$258,232	\$114,149	\$270,719	\$149,327	\$4,645	\$102,713	\$1,628,078
Applicable Career Services	TANF/ CalWORKs HHSA	Tech Ed YCOE	Tech Ed WCC	Tech Edd SCC	Native Am CIMC	MSF CHD	TAA EDD
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$2,722,648	\$108,070			\$1,365	\$37,593	\$0.00
Applicable Career Services	Housing YH	UI EDD					
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$17,893	\$0.00					
Applicable Career Services	T-I Adult HHSA	T-I DW HHSA	T-I Youth	T-II AEL Woodland	T-II AEL W. Sac	T-III WP EDD	T-IV VR DOR

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			HHSA				
Other Services: Links to Postsecondary, Career Readiness Skills, Business Services, EDD Fidelity Bonding Program, Migrant Seasonal Farmworker, Curriculum, Equipment, Support Services							
Applicable Career Services	TANF/ CalWORKs HHSA	Tech Ed YCOE	Tech Ed WCC	Tech Ed SCC	Native Am CIMC	MSF CHD	TAA EDD
Other Services: Links to Postsecondary, Career Readiness Skills, Business Services, EDD Fidelity Bonding Program, Migrant Seasonal Farmworker, Curriculum, Equipment, Support Services							
Applicable Career Services	Housing YH	UI EDD					
Other Services: Links to Postsecondary, Career Readiness Skills, Business Services, EDD Fidelity Bonding Program, Migrant Seasonal Farmworker, Curriculum, Equipment, Support Services							
Consolidated budget total of career services delivered through the One-Stop system:							\$9,004,090.00

3. Partner Agreement to Share Other One-Stop System Costs

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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 WIB'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. These costs may be shared through cash, non-cash, or third-party in-kind contributions

All AJCC partners 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.



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**EXHIBIT B
WORKFORCE INNOVATION AND OPPORTUNITY ACT
YOLO COUNTY MOU PARTNERS**

(This document is intended for the internal use of partners and may not be distributed externally.)

Required Partner	Entity	Name of Representative
WIOA Title I Adult, Dislocated Worker, Youth	Yolo County Health and Human Services Agency (HHS)	Art Rodriguez art.rodriguez@yolocounty.org 530-661-2637
WIOA Title II Adult Education & Literacy	Woodland Adult Education	Karin Liu karin.liu@wjusd.org 530-406-5901
	West Sacramento Adult Education	Jay Berns 916-375-1928 x3602 jberns@wusd.k12.ca.us Stephanie Groat 916-376-7600 x 1048 sgroat@wusd.k12.ca.us
WIOA Title III Wagner-Peyser	Employment Development Department (EDD)	Jeff Richard Jeff.Richard@edd.ca.gov
Veterans		Carianne Huss, Deputy Division Chief carianne.huss@edd.ca.gov 530-704-5079
Trade Adjustment Assistance Act		
Unemployment Insurance	EDD	Ana Rendon ana.rendon@edd.ca.gov 916-490-5700
WIOA Title IV Vocational Rehabilitation	Department of Rehabilitation	Leslie Rubalcava Leslie.Rubalcava@dor.ca.gov 530-668-6827 Woodland 530-822-4568 Yuba City
Carl Perkins Career Technical Education	Yolo County Office of Education (YCOE)	Deborah Bruns deborah.bruns@ycoe.org 530-668-3781
	Woodland Community College	Sandy Fowler Sfowler@yccd.edu
	Sacramento City College	Rick Hodge Hodger@scc.losrios.edu
Native American Programs (WIOA Section 166)	California Indian Manpower Consortium, Inc.	David Karr davidk@cimcinc.com 916-920-0285 Lorenda T. Sanchez lorendas@cimcinc.com 916-920-0285
Migrant Seasonal Farmworkers (WIOA Section 167)	California Human Development	Blanca Barba Blanca.Barba@CAHumanDevelopment.org 530-662-9601

Housing & Urban Development	Yolo County Housing	Jennifer Crowell jcrowell@ych.ca.gov 530-669-2215
Temporary Assistance for Needy Families (CalWORKs)	Yolo County Health and Human Services Agency (HHS)	Pola Chandler Pola.chandler@yolocounty.org (530) 661-2750 ext. 4355

EXHIBIT C
WIOA YOLO COUNTY MOU PARTNER RESOURCE MAPPING



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Workforce Innovation and Opportunity Act (WIOA) Yolo County MOU Partner Resource Mapping

Basic Career Services											
AJCC Required Partner	Yolo County Local Partner	Program Eligibility	Outreach, Intake.	Initial Assessment	Labor Exchange, Job	Referrals to One-Stop	Labor Market Info	Performance & Cost Info	Support Service Info	UI Claim Filing Assistance &	Financial Aid Info
Title I Adult	Health and Human Services (HHSA)	X	X	X	X	X	X	X	X	X	X
Title I Dislocated Worker	HHSA	X	X	X	X	X	X	X	X	X	X
Title I Youth	HHSA	X	X	X	X	X	X	X	X	X	X
Adult Education/Literacy	Woodland Adult Education	X	X	X		X			X		
Adult Education/Literacy	Washington Unified School District	X	X	X		X			X		
Career/Technical Education	Yolo County Office of Education		X		X	X	X	X	X		X
Career/Technical Education	Sacramento City College										
Career/Technical Education	Woodland Community College										
Wagner-Peyser	Employment Development Department (EDD)	X	X	X	X	X	X	X		X	
Veterans	EDD	X	X	X	X	X	X	X	X		X
Trade Adjustment Assistance Act	EDD						X	X			
Unemployment Insurance	EDD	X	X							X	

**EXHIBIT C
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Vocational Rehabilitation	Department of Rehabilitation	X	X	X	X	X	X	X	X		X
Native American (WIOA Section 166)	California Indian Manpower Consortium, Inc.	X	X	X	X	X	X		X		X
Migrant Seasonal Farmworkers (Section 176)	California Human Development	X	X	X	X	X	X	X	X	X	
Housing Authority	Yolo County Housing		X		X	X	X	X	X		X
Temporary Assistance for Needy Families/CalWORKs	HHSA	X	X	X	X	X	X	X	X	X	X

Individualized Career Services										
AJCC Required Partner	Yolo County Local Partner	Comprehensive Assessment	Individual Employment Plan	Career Plan, Counseling	Short-Term Prevocational Services	Internships, WEX	Out-of-Area Job Search	Financial Literacy	English Language Acquisition	Workforce Preparation
Title I Adult	HHSA	X	X	X	X	X	X	X	X	X
Title I Dislocated Worker	HHSA	X	X	X	X	X	X	X	X	X
Title I Youth	HHSA	X	X	X	X	X	X	X	X	X
Adult Education/Literacy	Woodland Adult Education			X					X	X
Adult Education/Literacy	Washington Unified School District			X					X	X
Career/Technical Education	Yolo County Office of Education	X	X	X	X	X	X	X	X	X
Career/Technical Education	Sacramento City College									
Career/Technical Education	Woodland Community College									
Wagner-Peyser	Employment Development Department (EDD)									
Veterans	EDD	X	X	X	X		X			X
Trade Adjustment	EDD									

**EXHIBIT C
WIOA YOLO COUNTY MOU PARTNER RESOURCE MAPPING**

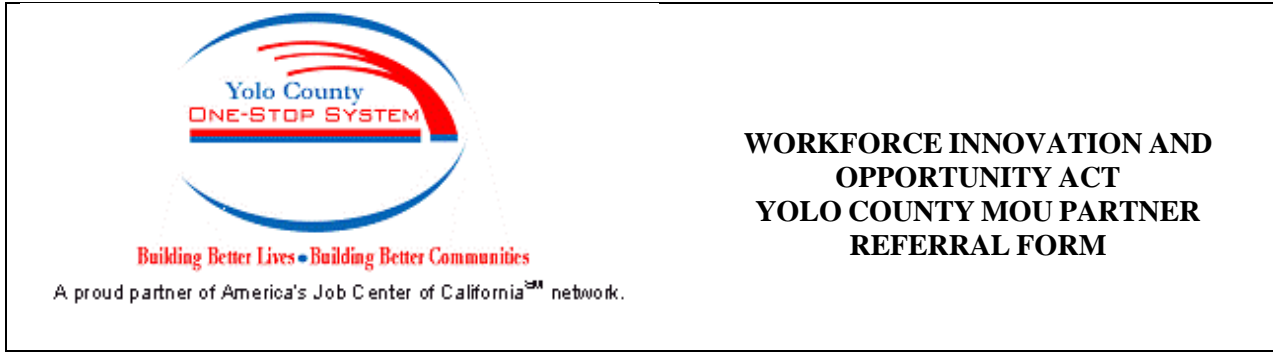
Assistance Act										
Unemployment Insurance	EDD									
Vocational Rehabilitation	Department of Rehabilitation	X	X	X	X	X	X	X	X	X
Native American (WIOA Section 166)	California Indian Manpower Consortium, Inc.	X	X	X	X	X		X		X
Migrant Seasonal Farmworkers (Section 176)	California Human Development	X	X	X	X	X	X			
Housing Authority	Yolo County Housing	X	X							
Temporary Assistance for Needy Families/CalWORKs	HHSA	X	X	X	X	X	X	X	X	X

Other Services									
AJCC Required Partner	Yolo County Local Partner	Links to Postsecondary	Career Readiness Skills	Business Services	EDD Fidelity Bonding Program	Youth Employment Opportunity Program	Migrant Seasonal Farmworker	Other	
Title I Adult	HHSA			X					
Title I Dislocated Worker	HHSA			X					
Title I Youth	HHSA								
Adult Education/Literacy	Woodland Adult Education								
Adult Education/Literacy	Washington Unified School District								
Career/Technical Education	Yolo County Office of Education					X			
Career/Technical Education	Sacramento City College								
Career/Technical Education	Woodland Community College								
Wagner-Peyser	Employment Development Department (EDD)			X	X	X	X		
Veterans	EDD								
Trade Adjustment	EDD								

EXHIBIT C
WIOA YOLO COUNTY MOU PARTNER RESOURCE MAPPING

Assistance Act								
Unemployment Insurance	EDD							
Vocational Rehabilitation	Department of Rehabilitation	X	X			X	X	
Native American (WIOA Section 166)	California Indian Manpower Consortium, Inc.	X	X	X		X		
Migrant Seasonal Farmworkers (Section 176)	California Human Development		X			X	X	
Housing Authority	Yolo County Housing					X	X	
Temporary Assistance for Needy Families/CalWORKs	HHSA							

**EXHIBIT D
WIOA YOLO COUNTY MOU PARTNER REFERRAL FORM**



Customer Name: _____ Date: _____

Reason for referral/connection: _____

Customer Signature: _____ Referring Agency Signature: _____

Referring Agency: Partner: Contact Person: Phone Number: Email		Agency Referred to: Partner: Contact Person: Phone Number: Email:	
Partner	Entity	Contact Information	Alternate Contact Information
WIOA Title I Adult, Dislocated Worker, Youth	Health and Human Services (HHSA)	WIOA Woodland Phone Line 530-661-2710	WIOA West Sacramento Phone Line 916-375-6331
WIOA Title II Adult Education & Literacy	Woodland Adult Education	Karin Liu 530-406-5902 Karin.Liu@wjud.org	
WIOA Title II Adult Education & Literacy	West Sacramento Adult Education	Jay Berns 916-375-0928 ext. 3602 jberns@wusd.k12.ca.us	Shawn King 916-375-7740 sking@wusd.k12.ca.us
WIOA Title III Wagner-Peyser	Employment Development Department (EDD)	Yeng Hua Lee 916-227-0213	Ludivina Gutierrez-Corral 916-227-2764
Unemployment Insurance	EDD	Referrals are handled via the UI Direct Phone Line 1-866-333- 4606	
WIOA Title IV Vocational Rehabilitation	Department of Rehabilitation	Jose Garcia 530-668-6828 Jose.e.garcia@dor.ca.gov	Kate McDunphy 530-668-6830 Kate.mcdunphy@dor.ca.gov
Carl Perkins Career Technical Education	Yolo County Office of Education	Karen Swan 530-668-3736 Karen.Swan@ycoe.org	An Ta an.ta@ycoe.org 530-668-3717
	Woodland Community College	Sandy Fowler sfowler@yccd.edu	
	Sacramento City College	Rick Hodge hodger@scc.losrios.edu	

EXHIBIT D
WIOA YOLO COUNTY MOU PARTNER REFERRAL FORM

Native American Programs (WIOA Section 166)	California Indian Manpower Consortium, Inc.	David Karr 916-920-0285 davidk@cimcinc.com	Lorenda T. Sanchez 916-820-0285 Lorendaas@cimcinc.com
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Partner	Entity	Contact Information	Alternate Contact Information
Migrant Seasonal Farmworkers (WIOA Section 167)	California Human Development Corporation	Blanca Barba 530-662-9601 Blanca.barba@cahumandevloement.org	Kristine Rodriquez 530-662-9601 Kristine.Rodriquez@cahumandevloement.org
Veterans	EDD	Yeng Hua Lee 916-227-0213	Ludivina Gutierrez-Corral 916-227-2764
Trade Adjustment Assistance Act	EDD	Yeng Hua Lee 916-227-0213	Ludivina Gutierrez-Corral 916-227-2764
Housing & Urban Development	Yolo County Housing	Jennifer Crowell 530-669-2215 jcrowell@ych.ca.gov	
Temporary Assistance for Needy Families (CalWORKs)	HHSA	25 N. Cottonwood St Woodland, CA 95695 530-661-2754	500-A Jefferson Blvd. West Sacramento, CA 95776 916-375-6201