

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN FRANCISCO HUMAN SERVICES AGENCY AND
THE WORKFORCE INVESTMENT BOARD OF SAN FRANCISCO

Parties to the MOU

The parties to this Memorandum of Understanding (“Parties”) are the Workforce Investment Board of San Francisco (WISF) and the San Francisco Human Services Agency (HSA). WISF is San Francisco’s Local Workforce Development Board. As authorized by Chapter 30 of the San Francisco Administrative Code, WISF is supported by the Department of Workforce Development (DEWD), which department assists WISF with the planning and coordination of all Workforce Development Services in the City.

Purpose of MOU

- A. Under the Workforce Innovation and Opportunity Act (WIOA), Local Workforce Development Boards are responsible for entering into a Memorandum of Understanding (MOU) with each of the America’s Job Center of California (AJCC) partners that outlines operations of the overarching one-stop delivery system. HSA is an AJCC partner.
- B. As set forth in the WIOA, the purpose of the MOU is to establish a cooperative working relationship between the WIOA Mandated partners 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.

Local/Regional Vision Statement, Mission Statement, and Goals

The One-Stop delivery system is designed to establish services for a variety of San Francisco jobseekers that include unskilled, semi-skilled and high skilled individuals. Further, services provided by the One-Stop delivery system must prioritize the target populations identified by the WISF as appropriate:

- TANF Recipients
- Welfare to Work Participants
- County Adult Assistance Program (CAAP) Participants
- SNAP/CalFresh Employment & Training (E&T) Participants
- Dislocated Workers
- Formerly Incarcerated Individuals
- Homeless Individuals
- Public Housing Residents
- People with Disabilities
- Individuals with limited English proficiency
- Veterans
- Out-of-school youth
- In-school youth not on track to graduate

- Youth in juvenile justice and foster care systems
- Pregnant and parenting teens
- Individuals who are economically disadvantaged (low-income)
- Individual with barriers to education and employment

Responsibilities of the Parties

HSA and WISF agree to:

1. HSA and Partner to achieve the policy objectives of the state plan, which include:
 - Fostering demand-driven skills attainment. Workforce and education programs need to align program content with the state's industry sector needs so as to provide California's employers and businesses with the skilled workforce it needs to compete in the global economy.
 - Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and able to access the level of education necessary to ensure economic self-sufficiency and security.
 - Aligning, Coordinating, and Integrating Programs and Services to economize limited resources while also providing the right services to clients, based on each client's particular needs, including achieving mandated TANF Work Participation Rate (WPR) hours and potentially unique needs so as to facilitate skills-attainment.
 - Serving Individuals with Barriers to Employment. This may include remedial education, English language literacy services as well as programming will better position these individuals to participate in training and education to better meet employer's needs. (WIOA section 134 requires that priority of service be given to recipients of public assistance, other low-income individuals, and individuals that are basic skills deficient for any expenditure of WIOA Adult program funds spent on individualized career services and training.)
2. Ensure the target population's access to employment services, supportive services, training, and education programming that will help these individuals eventually get a good job, i.e. jobs as those that provide, "a wage sufficient to support a family adequately, and, over time, to save for emergency expenses and adequate retirement income, based on factors such as household size and the cost of living in the worker's community.
3. 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
4. Accomplish the following objectives by ensuring access to high-quality AJCCs that provide the full range of services for all customers seeking the following:
 - Enrollment in public assistance
 - Employment and Training Services

- Basic education and occupational skills
- Postsecondary degree or certificate
- Guidance with career choices
- Hiring skilled workers
- Other activities that allow the customer to meet his/her mandated work participant hours

One-Stop System, Services

1. HSA agrees to work jointly with the Department of Economic and Workforce Development (DEWD) to identify models of TANF one stop partnership that go beyond baseline federal expectations, as well as the purpose of these partnerships, and the manner in which these partnerships elevate service delivery to improve client outcomes.
2. HSA and WISF will work together, as appropriate, to implement WIOA program strategies through a value-added partnership in which program partners contribute on the basis of their programmatic expertise. The WIOA strategies are as follows: subsidized employment, sector strategies, career pathways, organizing regionally, providing supportive services, “earn and learn” training models, including apprenticeships, integrating service delivery and braiding resources, and creating cross-system data capacity.
3. HSA and DEWD will each provide access to their respective programs at the AJCCs and at HSA service locations by means to be determined, which may include physical co-location of staff, cross training of staff, virtual access through phones or websites, distribution of printed materials, etc. HSA and DEWD will work together to establish a process for reciprocal referrals to appropriate services offered through the AJCC and HSA programs.
4. HSA and DEWD will work together to identify and implement best practices and model partnerships that encourage program coordination and alignment beyond minimum federally required standards pertaining to one stops and HSA programs.
5. HSA will be included and participate in local and regional planning, led by WISF and DEWD.
6. HSA agrees to provide co-location of physical staff and/or cross-training of One-Stop staff and/or virtual access to HSA to job seekers in coordination with WISF including:
 - Providing One-Stop clients with information and referrals including but not limited to the following:
 - i. Public Benefits, including CalWORKS and CAAP eligibility and enrollment
 - ii. Employment, Job Training and Job Placement Services, including JOBS NOW Program
 - iii. Food Assistance
 - iv. Food Assistance
 - v. Health Care Coverage
 - vi. Barrier removal services

- Support in the development of training Comprehensive Access Point (CAP) staff to assist with providing preliminary information regarding HSA programs.
7. HSA and DEWD will collectively provide support and technical assistance to facilitate the development of sector based career pathway programs specifically geared towards TANF recipients by providing information on best practices and model partnerships using both policy research and information from the field.

Funding of Services and Operating Costs

WISF and HSA agree to share operating costs of the AJCC system with all of the AJCC partners, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan. The method of cost sharing will be mutually determined and effectuated by December 31, 2017.

Methods for Referring Customers

The Parties agree to develop a reciprocal referral procedure that will do the following:

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

Shared Technology and System Security

The Parties agree to:

- Comply with the applicable system security provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- Abide by the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- 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 and to the extent permitted by law
 - Collaborate with all WIOA partners in the development of system security provisions of shared data systems.

Confidentiality

The Parties agree to comply with the client data confidentiality 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 client 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 service.
- 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.
- The Parties agree 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 WIOA program as allowed under law and regulation.

Non-Discrimination and Equal Opportunity

The Parties shall not unlawfully discriminate against, harass or allow harassment against any employee, applicant for employment or AJCC customer on the basis of any federal, state or local protected categories.

Grievance and Complaints Procedure

The Parties agree to utilize DEWD's procedure for grievances and complaints for WIOA-funded programs and services provided at the AJCC, attached hereto as Exhibit A. Partners may have additional procedures for the programs they directly administer.

American's with Disabilities Act and Amendments Compliance

The Parties agree to operate in compliance with the Americans with Disabilities Act and its amendments. Additionally, the Parties 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.

Execution, Effective Dates, and Term of MOU

This MOU is effective July 1, 2016 and terminates on June 30, 2019 and will continue in effect until such time as it is revised, extended, or terminated as provided below. This MOU will be reviewed on an annual basis with the first review to be performed prior to July 1, 2017.

This MOU is not in force or effect until signed by authorized representatives of the Parties, and until approved by the Director of DEWD on behalf of WISF.

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 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 MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Dispute Resolution

All WIOA mandated partners 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.

Signatures

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: 7/20/16

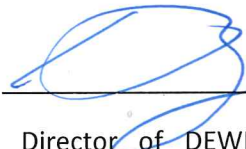
BY: 
Signature of Authorization Administrator

San Francisco Human Services Agency

170 Otis Street
(Address)

San Francisco, CA 94103
(City, State, Zip)

Dated: 7/28/16

BY: 
Director of DEWD on behalf of Workforce
Investment Board of San Francisco

City Hall, Room 448
(Address)

San Francisco, CA 94102
(City, State, Zip)