

**MEMORANDUM OF UNDERSTANDING
AMONG THE WIA PARTNERS AND
THE WORKFORCE INVESTMENT SAN FRANCISCO BOARD**

I PARTIES TO MOU

The following are parties to this agreement, and the required programs under the Workforce Investment Act they represent:

Agency	Program Area
WISF – Office of Economic & Workforce Development	Administration, Title I
Employment Development Department	Wagner Peyser, Veterans E&T, UI, TAA
Human Services Agency	TANF/CalFresh E&T, Welfare to Work
City College of San Francisco	Adult and Postsecondary Vocational Education
Department of Rehabilitation	Vocational Rehabilitation
Family Service Agency	Title V – Senior Community Service Employment Program
San Francisco Housing Authority	HUD Employment & Training
Job Corps Northern Ca Outreach & Admissions	Job Corps
SF Unified School District	Title II - Education

II PURPOSE OF MOU

A. To define and reinforce (or establish) a relationship between the Workforce Investment San Francisco (WISF) Board and the WIA Mandated Partners as required by Section 121 of the Workforce Investment Act of 1998 (see attached listing hereinafter referred to as “Partners”);

This agreement is entered into in a spirit of cooperation by the mandated partner agencies to describe how their various funding and institutional resources can be utilized to better serve mutual customers, both employers and job seekers, through an integrated system of service delivery operated in the City and County of San Francisco’s Comprehensive Access Point (CAP), formerly known as One Stop Career Link Center. It is understood that the development and implementation of this System will require mutual trust and teamwork between the agencies, all working as partners to accomplish shared goals.

B. To define the roles and responsibilities of these Partners in the development of CAP delivery system that is:

1. Integrated - Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;
2. Comprehensive - Offering a large array of useful information and easy access to needed services;

3. Customer Focused - Providing the means for customers to judge the quality of services and make informed choices; and
 4. Performance-based - Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.
- C. To commit to participate in discussions of how resources can be shared and contributed to service delivery and operation of the CAP.

III STATEMENT OF ISSUE

As mandatory deliverers of CAP services, the Partners enter into a Memorandum of Understanding (MOU) with the WISF regarding their participation in service delivery through the CAP system.

Any questions about this MOU should be directed to Rhonda Simmons, Director of Workforce Development, Office of Economic and Workforce Development (OEWD).

IV TERMS AND CONDITIONS OF THE MOU

Partners will participate in discussion of how to best utilize resources in the operation of those CAP centers in which Partners may be collocated. Participation shall comply with all applicable statutes and regulations regarding such agreements. This MOU will be incorporated by reference in any such financial participation contracts between the Partners and the WISF and a copy of any financial participation contracts shall become an attachment to this MOU.

Partners agree to participate in a joint resource sharing process which results in the development of resource sharing agreements in accordance with WIA guidelines.

Partners agree to engage in planning, plan development, and modification activities to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous partnership building and planning responsive to State requirements;
3. Response to specific local and economic conditions including employer needs;
4. Identifying common data collection and reporting, including needs for modification or change; and
5. Diligence in developing coordinated local leadership in Workforce development through:
 - Responsiveness to customer needs;

- Maintenance to system infrastructure
- Shared technology and information; and
- Performance management to measure the success of the CAP system overall and to enhance performance in the spirit of quality management and continuous improvement.

V SHARED RESOURCES

Resource sharing is the method through which WIA partner programs pay for, or fund, their equivalent share of costs. Parties agree to adhere to the following principles in sharing costs and resources related to the CAP workforce delivery system.

A. Fair Share Contribution

Any Partner that collocates within the CAP center shall contribute to financially support the cost of the Center's operations. All such costs must be allowable in accordance with WIA and of benefit to the grant.

Contributions may be provided on a cash or in-kind basis and include, but are limited to goods, services, personnel, and/or payment for space usage.

To ensure compliance with DOL guidelines and prior to accepting any financial contribution, the WISF must first identify the minimum fair share contribution for any potential collocated partner and then make a good faith effort to ensure that the contribution provided is equal to that amount. Costs may be allocated on the basis of the partners' full-time equivalent (FTE) personnel occupying the Center.

Partners agree to negotiate with the WISF in the spring of each year in preparation for the next program year. Program years shall be July 1 – June 30.

B. Calculating the Fair Share Contribution

Calculation of the fair share contribution shall be based on the *shared costs* of operating the CAP Center divided by the total number of full-time equivalencies.

Computation of the fair share contribution shall be calculated by multiplying the *shared costs* of operating the CAP Center by a fraction whose numerator is the number of Partner personnel generally operating from the Center and whose denominator is the total number of personnel generally making use of the Center.

Shared costs include but are not limited to: rent, utilities, security, telecommunications, supplies, and equipment. See below example:

EXAMPLE:

CAP Center shared costs:	\$400,000
Total Center FTEs	14
Expected cash contribution per collocated FTE (Center Shared Costs) Total FTEs	\$28,600

In this example, if a partner had two FTEs located at a Center, for example, the Partner's expected contribution would be $2 \times \$28,600 = \$57,200$.

While the CAP Center should always negotiate a cash contribution first, in-kind contributions are acceptable and may be calculated as in the following example:

<u>EXAMPLE:</u>		<u>Notes:</u>
Number of staff to be collocated	½	Working Half Time
Collocated staff hourly rate incl. fringes	\$25	
# of hours to be collocated in program year	1040	1 FTE = 2080 hours
Financial value of collocated staff	\$26,000	\$25/hr x 1040 hours

In Kind Contributions

Under certain circumstances, Partners may provide third-party in-kind contributions as resources to pay for their fair share of the costs. In-kind contributions are discussed in the cost sharing or matching provisions of the Uniform Administrative Requirements codified at 29 CFR 97.24 and 95.23 and are defined as donation of goods, services, or volunteer time from a third party. They are not a cost to the receiving organization. They may be used only as resources to pay for the Partner agency's share of costs if their use is not prohibited by the agency's governing stature or regulations. Partner agencies must adhere to the requirements of 29 CFR 97.24 or 95.23.

A mechanism will be set up to track the contributions by Partners to the Center operations.

C. Documenting the Fair Share Contribution

CAP center resource sharing plan shall be captured annually through Resource Sharing Contributions Chart with actual costs sharing reported and reconciled at contract close out. Fair Share contributions shall be subject to audit. As such, supporting documentation shall be retained by the CAP center and made available by City and other WIA grant auditors. **A copy of this document will be attached to this MOU and identified as Attachment A.**

D. Failure to Share Cost

Failure of any collocated partner to make the minimum fair share contribution to the Center's operation shall be reported to the WISF and Chief Elected Official.

VI REFERRALS

A. Referrals of Customers within the CAP center

The Partners agree that an efficient and effective referral process is critical to quality customer service at the CAP center, and to achieve a seamless delivery system. The Partners agree to work together to implement a standard set of referral procedures for customer referral system-wide.

B. Referral Process Guiding Principles

- 1) Enable Effective Customer Referrals
 - a) Among all Partners
 - b) Among all affiliate CAP centers in the workforce area
 - c) Among the center, affiliates, and partner locations
 - d) Among the center, training providers, and community services
- 2) Ensure Customer-Friendly Referral Process
- 3) Ensure Efficient Referral Process
- 4) Ensure Individual Follow-up

C. Methods of Referral

Referrals will be made via email, phone, fax, in person or using other technology systems depending on the nature of the referral and specific partners and programs involved.

D. Tracking

Referrals will be tracked by CAP staff using Workforce Central – OEWD’s data system or recurrently by staff from each partner program. A written report of all referrals will be exchanged on a quarterly basis among partners upon request.

VII EFFECTIVE DATES

This MOU shall become effective on July 1, 2013 and terminate on June 30, 2015, and will continue in effect until such time as it is revised, extended, or terminated as provided below.

This MOU is of no force or effect until signed by authorized representatives of the participating agencies, and until approved by the Chief Elected Official or designee. Individual signatories to this agreement may or may not be represented on the local WISF itself, at local discretion.

VIII REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WISF and the Partners. A request by one party for revisions or modifications to this MOU must be presented in writing to the other parties. Any modifications or revisions to the MOU must be in writing and signed by the authorized representatives on behalf of the Partners and the Chairperson of the WISF or his/her designee on behalf of the WISF.

IX EXTENSION POLICY

This MOU may be extended by written agreement between the WISF and the Partners, provided such agreement is signed by all entities prior to the termination date of this agreement, and contains the following:

1. A statement of intent to continue all provisions of the MOU;
2. Revised effective and termination dates; and

3. Dated signatures of the partners and the Chairperson of the WISF or his/her designee on behalf of the WISF.

X TERMINATION POLICY

Parties to this MOU may elect to terminate their participation in this MOU without cause by delivering a thirty (30) day written notice of intent to terminate to the other parties.

XI NON-DISCRIMINATION CLAUSE

A. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions, age (over 40), or marital status. Nor shall any partner or the WISF, deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners and WISF shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this contract by reference and made a part hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

B. The WISF and Partners to the CAP System, will ensure that policies and procedures established by the WISF, including the programs and services provided by and through the CAP Center(s) are in compliance with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XII LOCATION OF COMPREHENSIVE ACCESS POINT SITES

The WISF will establish a minimum of one physical location within the workforce investment area in which all Partners will provide services under their respective programs. Partners agree to provide onsite services at such location and access at any other satellite location deemed appropriate by OEWD. This location may be changed by OEWD during the term of this MOU, upon reasonable advance notice of such change to the Partners.

XIII CONFIDENTIALITY

A. The WISF agrees that when any individual applies for, or receives services through the CAP Centers, that all information regarding such application for, or receipt of, services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Sections 7140 – 7143.5.

B. The WISF will require the CAP Centers to develop and implement appropriate policies and procedures to assure that:

(1) Any information contained in the records of the CAP Center or Partners, that identifies an individual as having applied for or received services including but not limited to application, eligibility and referral records, shall be maintained by the Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by the Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;

(2) Any information regarding any individual who has applied for or received services, including the fact that the individual is an applicant or client of the Partners, shall not be disclosed by Partner, a written authorization from the applicant or client, consistent with the regulations set forth above;

XIV ADMINISTRATIVE DISPUTE RESOLUTION

The Partners agree to communicate openly and directly to resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible.

In the event of a resolution impasse an attempt to resolve the impasse shall first be made between the parties involved in the disagreement. If the impasse cannot be resolved through those efforts, each party agrees to separately submit a written explanation to Director of Workforce Development (Director), Office of Economic Development describing the nature of the dispute, steps taken to resolve differences, and recommended solution(s) to the impasse. The Director will confer with the highest-ranking official of any other organization in dispute when attempting to resolve the impasse prior to submission to the Workforce Investment San Francisco. The Workforce Investment San Francisco is the final authority for resolution of any impasse.

XV INDEMNIFICATION

Each Partner shall defend, indemnify and hold harmless the WISF, its officers, employees and agents, including the One-Stop Operator, from and against any and all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of that Partner, its officers, agents or employees.

The WISF shall defend, indemnify and hold harmless Partners, its officers, employees and agents, from and against any and all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the WISF, its officers, agents or employees.

XVI SIGNATURES

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

Dated: _____, 2013

BY: _____
(Signature of Authorized WIA Representative)
**Office of Economic and Workforce
Development**

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Administrator)
Department of Rehabilitation

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Officer of San Francisco
City College)
San Francisco City College

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized San Francisco Unified
School District)

San Francisco Unified School District

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Officer of Family Services Agency)

Family Services Agency

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Administrator of EDD)

Employment Development Department

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Officer of HSA)

Human Services Agency

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Officer of Job Corps)

Job Corps Northern Ca Outreach & Admissions

(Address)

(City, State, Zip Code)

Dated: _____, 2013

BY: _____
(Signature of Authorized Officer of Housing Authority)

San Francisco Housing Authority

(Address)

(City, State, Zip Code)